



REQUEST FOR PROPOSAL

RfP No: 2254/TNSDC/NMCE/2024, Dated: 26.06.2024

Selection of Coaching Institute to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region

Tamil Nadu Skill Development Corporation
Government of Tamil Nadu

8th Floor, Chennai Metro Rail Limited, Metros,
Nandanam, Chennai – 600 035.

E-Mail: competitiveexams@naanmudhalvan.in

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Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by the Authority, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for the Authority to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. The Authority and its employees make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RfP document.
4. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP document.
5. The Authority accepts no liability of any nature whether resulting from negligence or otherwise, however arising from reliance of any bidder upon the statements contained in this RfP.
6. The Authority reserves the right to reject all or any of the Proposals and cancel or suspend the bid without assigning any reasons whatsoever.
7. The issue of this RfP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder for the of Residential coaching Center.
8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal and attending various meetings thereof. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

SECTION 1: Letter of Invitation

**The Managing Director,
Tamil Nadu Skill Development Corporation,**
8th Floor, Chennai Metro Rail Limited, Metros,
Nandanam, Chennai – 600 035.

RfP Reference: 2254/TNSDC/NMCE/2024, Dt. 26.06.2024

Assignment Title: Selection of Coaching Institute to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region.

As a part of this initiative, the Authority invites eligible Coaching Institutes to indicate their interest to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region under Tamil Nadu Skill Development corporation.

In pursuance of this, the Authority invites Coaching Institutes to participate in a tender through e-Procurement portal.

The details of the scope of services to be provided are mentioned in the Terms of Reference (ToR).

The RfP comprises of the following sections:

Section 1: Letter of Invitation.

Section 2: Definitions.

Section 3: Data sheet

Section 4: Terms of Reference

Section 5: Instruction to Bidders

Section 6: Technical Proposal – Standard Forms

Section 7: Financial Proposal – Standard Forms

Annexure -I - Mess Menu.

Annexure -II - EMD & Performance Guarantee Format.

Annexure -III - General Power of Attorney Format for Authorised Signatory.

Annexure -IV - Standard Form of Contract for the Coaching Institute to undertake Coaching Programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region.

Annexure - V - Template for Submission of Queries.

Thanking you,
Yours sincerely,

The Managing Director,
Tamil Nadu Skill Development Corporation,
8th Floor, Chennai Metro Rail Limited, Metros,
Nandanam, Chennai – 600 035.

SECTION 2 : Definitions

- (a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth in this RfP.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.
- (c) "Authority" means Tender inviting authority i.e., Tamil Nadu Skill Development Corporation.
- (d) "Bidder" or alternatively "Coaching Institute" means a legally established Coaching Institute that may provide coaching for the posts under Staff Selection Commission, Railway Recruitment Board, Institute of Banking Personnel Service/ State Bank of India to the Authority under the Contract.
- (e) "Residential Coaching Center" means any infrastructure facility in which classrooms, hostel, dinning hall, computer lab facility, library room are located in a single campus with a compound wall and common entrance.
- (f) For the purpose of this RfP "Chennai Region" includes Chennai, Kancheepuram, Thiruvallur, Chengalpattu Districts.
- (g) "Contract" means a legally binding written agreement signed between the Authority and the Selected Coaching Institutes and includes all additional documents as may be specified by the Authority.
- (h) "Day" means a calendar day.
- (i) "Government" means the Government of Tamil Nadu (GoTN).
- (j) "In writing" means communicated in written form
- (k) "ITB" (this Section 5 of the RfP) means the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.
- (l) "Technical Proposal" means the Technical Proposal of the bidder.
- (m) "Financial Proposal" means the financial costs outlined by the bidder.
- (n) "RfP" means this Request for Proposal prepared by the Authority for the selection of bidder.
- (o) "Services" means the work to be performed by the selected bidder pursuant to the Contract.
- (p) "Tender Accepting Authority" means the Managing Director, Tamil Nadu Skill Development Corporation.
- (q) "ToR" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Authority and the bidder, and expected outcomes.

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- (r) "E-bid portal" means the e-procurement system of Tamil Nadu (<https://tntenders.gov.in/>) which enables Coaching Institutes to download the tender schedule free of cost and then submit their bids online.

SECTION 3: Data sheet

A. General	
ITB Clause.	
3.1	<p>Name of the Authority: Tamil Nadu Skill Development Corporation. Address: 8th Floor, Chennai Metro Rail Limited, Metros, Nandanam, Chennai – 600 035. E-Mail: competitiveexams@naanmudhalvan.in Website https://www.naanmudhalvan.tn.gov.in Method of procurement: e-procurement through https://www.tntenders.gov.in</p>
3.2	<p>The name of the assignment is: Selection of Coaching Institute to undertake coaching programme at Naan Mudhalvan SSC/RRB/IBPS Residential Coaching Center for 300 students capacity at Chennai Region. RfP No: 2254/TNSDC/NMCE/2024 RfP Date: 26.06.2024</p>
3.3	Duration of contract: six months
B. Preparation of Proposals	
3.4	English language
3.5	Earnest Money Deposit: Rs 1,00,000/- (Rupees One Lakh only)
3.6	Proposals must remain valid for 90 days after the Bid Due Date (BDD).
3.7	<p>Last date for submission of queries on contact email competitiveexams@naanmudhalvan.in on 08.07.2024</p>
C. Submission, Opening and Evaluation	
3.9	<p>The bidder must submit in separate (a) technical Proposal (b) Financial Proposal.</p> <p>Via The e-procurement portal https://www.tntenders.gov.in</p>
3.10	Bid Due Date: 12.07.2024 (3.00 PM)
3.11	Bid Opening Date: : 12.07.2024 (4.00 PM)

SECTION 4: Terms of Reference

A. Background

Tamil Nadu Skill Development Corporation (TNSDC) was formed with a vision to transform the state into a skill hub by skilling the youth to enhance their employability and match the expectations of the industry. Since 2013 it has been functioning as a corporation under the Labour and Employment Department. TNSDC has been declared as a State Nodal Agency for Skill Development by the Government. Naan Mudhalvan' is a flagship programme of Government of Tamil Nadu implemented by the TNSDC which aims to provide dynamic skill training in emerging tech skills, communication skills and soft skills to improve employability according to needs of industry. The Naan Mudhalvan programme is running successfully and overran the target of training 10 lakh students and trained 13.5 lakh students showing a remarkable increase in placement percentage.

Under Naan Mudhalvan Scheme a separate Competitive Exam Vertical has been setup to assist Tamil Nadu's youth in succeeding in exams conducted by Union Government recruitment agencies by providing free training and support for Railways, Banking, SSC, UPSC exams thereby increasing Tamil Nadu's representation in Union Government Services.

In the budget speech of Government of Tamil Nadu, it has been announced that "With an objective of increasing the number of youth clearing Staff Selection Commission, Railway and Bank examinations 1,000 candidates will be selected annually and provided quality training, with boarding and lodging facilities, for six months in Chennai, Coimbatore, and Madurai regions.

Online Tenders are invited by TNSDC towards "**Selection of Coaching Institute to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region**" for a period of 6 months.

- The tender document (RFP) can be downloaded free of cost at <https://tntenders.gov.in> from 27.06.2024 at 3.00 PM onwards.
- The applications will be received only through online mode. The last date for receipt of application is 12.07.2024 up to 3.00 PM through <https://tntenders.gov.in>.

- Technical bid will be opened on 12.07.24, 4:00 PM. For details and particulars please visit the following links <https://tntenders.gov.in> or <https://www.naanmudhalvan.tn.gov.in>

B. Scope of Work & Responsibility of Bidder:

1. The coaching is expected to be a blend of classroom programme, doubt-clearing session, self-study, **intensive** tests and constant monitoring.
2. The coaching shall cover modules/subjects as per SSC and Railways exam standards /patterns. The course plan and schedule must be submitted to TNSDC when requested.
3. **Exclusive mentoring sessions** which envisages real time practicing, doubt clearing, personal monitoring of the candidates should be provided.
4. The bidder shall set up class room with Interactive panel, 4 relay Television, Sound systems.
5. **The bidder shall set up computer lab facility with laptop/ desktop in the ratio of 2:1 at the coaching Center. The bidder shall ensure uninterrupted Internet connection.**
6. The bidder shall provide **latest/updated study materials, Test questions to the students along with practice books.**
7. The bidder shall provide adequate nos. of relevant books, **previous year question bank compilation for all subjects viz., Quantitative aptitude, Reasoning, English and General Studies from publishers like Pinnacle or Disha or Kiran and also black book or similar material for General English** and journals for ready references of Students.
8. The bidder must deploy sufficient No. of experienced and trained personnel to impart quality coaching.
9. The bidder shall maintain a database of the candidates enrolled and shall submit the attendance every week (Batch – wise) to TNSDC for monitoring purpose.
10. The selected bidder shall also maintain the attendance of personnel deployed in the Residential coaching center.

- 11.** The bidder should have Learning Management System (LMS), which shall be used to conduct Mock test and track the performance of the student.
- 12.** Exclusive LMS access along with analytics shall be provided to TNSDC for student performance analysis & monitoring.
- 13.** In addition to bidder's test module, the bidder should provide online test module from Testbook or Oliveboard or Gradeup.
- 14.** Report of the course, schedule and Students performance cum Test report must be submitted to TNSDC promptly whenever requested.
- 15.** The bidder shall provide information about the exam dates and pattern of the entrance exams as mentioned above to the students and shall ensure to apply the same by students.
- 16.** The bidder shall undertake periodical mock tests for the candidates like the actual exam pattern and marks enrolled in order to create a sense of real time exam environment.
- 17.** The bidder is responsible for quality coaching till completion of coaching.
- 18.** The bidder shall analyze the progress of the students during the coaching period and takes necessary steps for enhancement of their performances to succeed in the fourth coming exams.
- 19.** The bidder is also expected to provide guidance/ counselling to the students while filling Application forms for the Exam and during the selection of posts after the results are out.
- 20.** The bidder shall take up any other related work as directed by the TNSDC from time to time for improvement of coaching quality and outcome.

C. Selection of candidates:

300 Candidates for the Residential coaching for SSC cum Railways will be selected by the TNSDC through screening test conducted by the TNSDC.

D. Course Duration:

The period of contract will be for six months from the commencement of classes. The bidder shall design the class/ subject schedule in such a way that syllabus should be completed within the prescribed time limit and there will be sufficient time for practice and doubt clearance classes.

E. Monitoring Mechanism:

Primarily the bidder will be responsible for monitoring of SSC cum Railways Academic Programme. However, the TNSDC shall give instructions/suggestion in the following matters:

- i. Resolving of issues / conflicts arises during the project period.
- ii. Periodical review & monitoring of the project.
- iii. Recommending preventives and improvements.
- iv. Any other issues.

F. Personnel

1. Nodal Head

Age	25 - 40 years
Deployment	May or May not stay at the coaching facility but he/she should be the exclusive nodal representative of the bidder and single point of contact to TNSDC for all matters pertaining to the management of coaching.
Educational Qualification	Graduate or Post Graduate in any discipline from a recognized University and must have prior experience in managing Competitive Exams Coaching center for a minimum of 5 years.

Desirable Qualities:

1. Must have good managerial skills and program management abilities.
2. Must have a clear understanding of career opportunities available in the stream of SSC cum Railways competitive Exams.
3. Must have good interpersonal skills to develop support with staff and students.
4. Must have adequate computer skills.
5. Must have good communication skills, especially in the local language, i.e. Tamil.

Roles and responsibilities:

1. To serve as a single point of contact on behalf of the bidder between TNSDC and residential coaching Center.
2. To ensure that the Terms of reference/ scope of Work of this RfP and any other further instructions of TNSDC are strictly implemented in the Residential Coaching Center.
3. To supervise the overall academic administration of allotted Residential coaching center.
4. Assign responsibilities to the personnels for smooth functioning of the Course plan.

5. Ensuring seamless functioning and effective execution of the programme.
6. Conducting periodical inspection and ensuring the execution of the programme is aligned with the vision and mission of the project.
7. Monitoring and maintaining overall harmony and decorum of the residential coaching center.
8. Submitting regular activity and financial reports to the TNSDC and coordinate the payments.

2. Academic Manager - One Post

Age	25 - 40 years
Deployment	Full time compulsory residence at the Center.
Educational Qualification	Graduate or Post Graduate in any discipline from a recognized University and must have prior experience in teaching/coordinating/ Competitive Exams Coaching center for a minimum of 3 years.

Desirable Qualities:

1. Must have good managerial skills and program management abilities.
2. Must have a clear understanding of career opportunity available in the stream of SSC/Banking / Railways competitive Exams.

Roles and responsibilities:

1. Monitor class schedules to ensure smooth running of classes, presence of students.
2. Motivating faculty members, academic staff and ensuring that workloads are appropriate and quality of work is good enough.
3. Shall furnish the daily attendance to the TNSDC.
4. Should obtain students feedback about coaching regularly.
5. Shall comply with any other work that may be included as part of agreement or as directed by the TNSDC from time to time.
6. Shall maintain all records including education materials, registers etc.
7. Shall ensure that all laws, rules and regulations are complied, discipline and decorum is maintained in the center.

3. Faculty Members :

Age - 25 - 40 years

Note : The bidder must deploy sufficient No. of experienced and trained faculty members for each subjects to impart quality coaching. In case of negative feedback received from students, Faculty concerned should be changed immediately.

Qualification - SSC:

Discipline	SSC
	Educational Qualification
Subject 1 - Reasoning Ability	Faculty must have minimum 3 years of experience in teaching for the respective discipline and must have trained the SSC exam aspirants.
Subject 2 - Quantitative Aptitude	
Subject 3 - English Language	
Subject 4 – General Awareness	

Roles and responsibilities of faculty members:

1. Shall educate and train the enrolled students as per the course plan, syllabus and schedule.
2. Complete the entire syllabus well in advance with full satisfaction of students and the TNSDC.
3. Faculties should develop study material for the course if required. Reviewing existing study material for further improvement as current patterns if necessary.
4. Developing questionnaires for the purpose of Assignments, Practice Questions, Test Papers and Daily Practice Worksheets etc.
5. Conducting extra classes as and when required to help the students for improvement.
6. Participate and contribute in all the events, activities, initiatives organized by the TNSDC.
7. Any other assignments given from time to time.

4. Mentorship

Age - 25 - 40 years

Deployment - Full time residence at the center.

Note: One Mentor should be deployed for each 50 students.

Qualification: Any Degree and should have cleared Preliminary/ Tier-1 in SSC/ Banking.

Roles and responsibilities of Mentors:

1. Should provide "Exclusive Mentorship" and personal attention for the students.
2. Must interact with students and organize them for intensive mentoring and group study

G. Payment procedure

1. The training cost shall be paid in four installment as detailed below:-

Installment	Percentage of Total Cost	Payment period/ parameter
1 st	30%	completion of one month of coaching
2 nd	30%	Completion of 4 months of Coaching
3 rd	30%	Completion of Coaching and Final Assessment.
4 th	10%	Upon successful result of students (Minimum 50 %)

2. The 4th installment will be retained till submission of list of students successfully qualifying the SSC /Railways/ other Union Government Examinations including PSEs/ PSBs. Payment of 4th installment will be released after verification of documents by TNSDC regarding authentication of documents/records submitted as per the following slab:
 - i. 50% or more number of students allotted to the bidder qualifying in the final results of Staff Selection Commission/Railway/ other Union Government Examinations including PSEs/ PSBs to get selected to the post - **100% of the 4th Installment.**
 - ii. 25% or more but less than 50% students qualifying in the final results of Staff Selection Commission/Railway other Union Government

Examinations including PSEs/ PSBs to get selected to the post - **50 % of the 4th installment.**

- iii. Less than agreed 25% of students qualifying in the final results of Staff Selection Commission/Railway other Union Government Examinations including PSEs/ PSBs to get selected to the posts - **Forfeiture of 4th Installment.**

Note.

For this purpose, exams should be held from one month of commencement of the coaching period to six month after course completion.

4. The invoice for training cost shall be raised for 50 % of student strength or actual number of students (Pro-rata basis) who are attending the coaching whichever is higher. The invoice should be justified with attendance duly verified by the TNSDC Staff.
5. It is informed that ***subject services are provided by bidder to the State Government of Tamil Nadu and expenditure for providing such services is wholly born by the State Government. In view thereof, the exemption under SI. 72 of notification no. 12/2017 CT(R) dated 28-6-2017 is squarely applicable thereto and the bidder not liable to charge GST for the coaching programme.***
6. The invoice shall be raised in the name of (Bill to):
Department of Special Programme
Implementation, Government of Tamil Nadu.
GST: N.A.

Through

The Managing Director,
Tamil Nadu Skill Development Corporation,
8th Floor, Chennai Metro Rail Limited, Metros,
Nandanam, Chennai – 600 035.

Other terms for payment processing:

1. All bills shall be raised as per the rate per student quoted by the bidder in the financial bid. No extra payment will be borne by the TNSDC.
2. TNSDC will have the full power to impose penalty to the bidder for not fulfilling the requirements.
3. The TNSDC will take 30 days for processing of payment. Should there be any observation to correct the invoice/ progress report, the same would be communicated within 14 days of invoice submission date; else it would be

deemed to be accepted and payment shall be processed. The Bidder will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time for its payments.

4. The payment is subject to tax deducted at source (TDS) and amount due will be directly credited to the bank account of bidder through RTGS.
5. Decision of Competent Authority (i.e., Managing Director, TNSDC) will be final and binding upon the bidder regarding payment modalities or any dispute arises thereon.
6. TNSDC reserves the right to carry out the post payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof. However, no such recovery shall be enforced after three years of passing the final bill.

SECTION-5: Instructions to bidders:

A. General Provisions:

5.1	Introduction <ul style="list-style-type: none">i. The Coaching Institutes are invited to submit a Technical Proposal and a Financial Proposal through e-procurement via the https://tntenders.gov.in/ website, as specified in the Data Sheet for the services required for this assignment. The Proposals will be the basis for contract negotiations and the signing of a contract with the selected Coaching Institute.ii. The Authority will select a Coaching Institute from among those whose proposals are accepted, in accordance with the Bidders experience as mentioned by the bidder, indicated in Form Tech 3. No bidder shall submit more than one (1) proposal, in response to this RfP. The RfP is non-transferrable.iii. Notwithstanding anything contained in this RfP, the Authority reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the above clause, the Authority reserves the right to reject any Proposal if:<ul style="list-style-type: none">a. At any time, a misrepresentation is made or discovered.(OR)<ul style="list-style-type: none">b. The Coaching Institute does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.iv. Misrepresentation by/ improper response by/ delay or non-submission of supplemental information required from the Coaching Institute may lead to the disqualification of the Coaching Institute. The Coaching Institute shall be responsible for all the costs associated with the preparation of their Proposals and their participation, visits to Authority, if any, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the process. Coaching Institute may not associate with other Coaching Institutes in the form of a joint venture or a sub- contract arrangement to enhance their qualifications.v. This tender is governed by the provisions of the Tamil Nadu Transparency in Tender Act 1998 and the rules thereunder. Any bidder aggrieved by any order passed by the Authority, under section 10 of the said Act, may appeal to the government within ten days from the date of receipt of order and the Government shall dispose of the appeal within fifteen days from the date of receipt. No appeal shall be preferred while the tender is in process until the tender is finalised and the letter of award is issued by the Authority.vi. Participating entities/ Coaching Institutes who wish to bid must fulfil all the prerequisites for prequalification as shown in the Data Sheet.
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<p>5.2</p>	<p>Conflict of Interest:</p> <ul style="list-style-type: none"> i. The bidder is required to provide services, always holding the Authority's interest paramount, strictly avoiding conflicts with other assignments or its own interests and acting without any consideration for future work. The bidder should submit undertaking as per Form Tech-8 in this regard. ii. The bidder has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority. iii. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below: <ul style="list-style-type: none"> a. Conflicting Projects Conflict among projects: Bidder (Including its Experts) shall not be hired for any assignment that, by its nature, may be a conflict with another assignment of the bidder for the same or for another client. b. Conflicting relationships Relationships with the Authority's staff: The bidder that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of: <ul style="list-style-type: none"> (a) The preparation of the Terms of Reference for the assignment; (b) The selection process for the contract; (c) The supervision of the contract, may not be awarded a conflict, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the authority throughout the selection process and the execution of the contract.
<p>5.3</p>	<p>Unfair Competitive Advantage:</p> <ul style="list-style-type: none"> i. Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Authority. To that end, the Authority shall indicate in the Data Sheet and make available to all Bidders together with this RfP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders. ii. If a self-declaration to this effect is found to be false, it shall be grounds that lead to the disqualification of the bidder or the termination of the contract and/ to sanctions by the Authority at the sole discretion of the Authority.
<p>5.4</p>	<p>Corrupt and Fraudulent Practices:</p> <ul style="list-style-type: none"> i. GoTN requires compliance with its policy regarding corrupt and fraudulent practices. ii. In further pursuance of this policy, Bidders, if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal

	<p>and contract performance (in case of an award), and to have them audited by auditors appointed by the Authority.</p> <p>iii. It is required that bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.</p> <p>iv. The Authority:</p> <ol style="list-style-type: none"> i. Defines the terms set forth below as follows: <ol style="list-style-type: none"> i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly or anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; iii. "collusive practices" means a scheme or arrangement between two or more Agencies with or without the knowledge of the Client, designed to establish prices, artificial, noncompetitive levels; iv. "coercive practices" means harming or threatening to harm, indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract; ii. Will reject a proposal for award, if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question: Bidders should be aware of the provisions on fraud and corruption stated in the specific clauses in the Contract.
B. Preparation of Proposals	
5.5	<p>General Considerations:</p> <p>In preparing the Proposal, the Bidder is expected to examine the RfP in detail. Deficiencies in providing the information requested in the RfP may result in rejection of the Proposal. The entire RfP process will be via e-tender mode of procurement through the e-procurement website https://tntenders.gov.in/.</p> <p>Bidder(s) must submit their bid online on the e-Procurement Portal: https://tntenders.gov.in/ before the specified date and time. The Authority does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc., for Bidders. The Bidders are advised to upload their tender well in advance to avoid any last-minute delays.</p>

5.6	<p>Cost of preparation of proposal:</p> <p>The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.</p>
5.7	<p>Language</p> <ul style="list-style-type: none"> i. The Proposal, as well as all correspondence and documents relating to the Proposal shall be in the language specified in the Data Sheet. The proposal and all related correspondence and documents should be written in the English language. Supporting documents furnished by the bidders with the proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language. ii. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.
5.8	<p>Earnest Money Deposit</p> <ul style="list-style-type: none"> i. Every bidder participating in the bidding process must furnish the required Earnest Money Deposit (EMD) as specified in the Request for Proposal via https://tntenders.gov.in/. ii. Form of EMD: The Earnest Money Deposit (EMD) will be paid through online NEFT transfer, and it is mandatory to upload a copy of the NEFT transfer receipt as per the specified requirements during the different stages of e-tendering. iii. NEFT transfer of EMD: The bidder has to login to their bank account and make a NEFT payment to the account of the Authority. In comments TNSDC-NMCE- EMD-bidder name" should be mentioned. The transaction reference should be noted and mentioned in the response. Electronic copy of the transaction receipt should be attached along with the response. iv. Refund of EMD: The Earnest Money Deposits of unsuccessful bidders shall be returned, without any interest, as per the configuration of the e-tender platform. v. The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet. vi. EMD of Successful Bidder: EMD of the successful bidder may be adjusted against their performance Bank Guarantee (PBG) amount or returned back to the successful bidder upon the receipt of full PBG. vii. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: - <ul style="list-style-type: none"> a. When the bidder does not execute the agreement after placement of order within the specified time. b. When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.

5.9	<p>Proposal Validity</p> <ul style="list-style-type: none"> i. The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline. ii. During this period, the Bidder shall maintain their original Technical Proposal and the Financial Proposal without any change.
5.10	<p>Extension of validity Period</p> <ul style="list-style-type: none"> i. The Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity. ii. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. iii. The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.
5.11	<p>Clarification and Amendment of RfP</p> <ul style="list-style-type: none"> i. At any time before the submission of Proposals, the Authority may, for any reason, whether on its own initiative or in response to a clarification requested by any bidder, modify the RfP documents by issuing an Addendum/ Corrigendum. Any addenda/ corrigenda shall be uploaded to the e-procurement website https://tntenders.gov.in/. ii. Authority may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda via https://tntenders.gov.in/. iii. Should the Authority deem it necessary to amend the RfP as a result of a clarification, it shall do so by following the procedure described below: <ul style="list-style-type: none"> a. At any time before the proposal submission deadline, the Authority may amend the RfP by issuing an amendment by standard electronic means on the https://www.naanmudhalvan.tn.gov.in and www.tntenders.gov.in b. If the amendment is substantial, the Authority in its sole discretion may extend the proposal submission deadline to give the Bidders reasonable time to take that amendment into account in their Proposals. c. Bidders may request clarification(s) on any item of the RfP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent via the e-procurement platform during the 'seek clarification' stage of the e-tender. The Authority will respond only by uploading the response on the e-procurement website - https://tntenders.gov.in/ (including an explanation of the query but without identifying the source of inquiry).

	<p>iv. All bidders are requested to browse the official e-procurement website https://tntenders.gov.in/ for any amendments/ corrigendum/ modification being notified towards the tender.</p> <p>In order to allow service providers reasonable time to take the amendment into account in preparing their bids, the Authority at its discretion, may extend the deadline for the submission of bids.</p>												
5.12	<p>Submission of Queries:</p> <p>i. Bidders shall submit their queries in the template attached in Annexure-IV of this RfP to the Authority using the email ID competitiveexams@naanmudhalvan.in. The queries shall be submitted at least four days prior to bid due date.</p>												
5.13	<p>Documents Comprising the Proposal</p> <p>The Proposal shall comprise the documents and forms listed in the Data Sheet. The Proposal shall consist of three parts</p> <p>i. Pre-Qualification documents ii. Technical Proposal iii. Financial Proposal</p>												
5.14	<p>Pre - Qualification Documents:</p> <p>The Technical Proposals of only those bidders who meet the pre-qualification criteria in the below table will only be considered. Failing to meet criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily. Bidders should fill the Pre-Qualification Form which is included in Section 6 Form Tech 4 of this RFP.</p> <table><tr><th>S. No.</th><th>Basic Requirement</th><th>Specific Requirement</th><th>Document Required</th></tr><tr><td>1.</td><td>Legal Entity</td><td>The bidder should be located in Tamil Nadu and also registered under any one of the following:-<ul style="list-style-type: none">Societies Registration Act, 1860.Indian Trust Act 1882.Companies Act 1956.LLP / Partnership/ Proprietorship.Any other prevalent law/rules.</td><td><ul style="list-style-type: none">By - law / MoA / AoA / Partnership Deed, etc.Certificate of incorporation.Registration Certificate.PAN /GST.</td></tr><tr><td>2.</td><td>Experience in the relevant field</td><td>The bidder must have minimum 5 years' experience in the relevant field of SSC and Railways</td><td>Details of similar experience shall be provided in the Form Tech 3 - with</td></tr></table>	S. No.	Basic Requirement	Specific Requirement	Document Required	1.	Legal Entity	The bidder should be located in Tamil Nadu and also registered under any one of the following:- <ul style="list-style-type: none">Societies Registration Act, 1860.Indian Trust Act 1882.Companies Act 1956.LLP / Partnership/ Proprietorship.Any other prevalent law/rules.	<ul style="list-style-type: none">By - law / MoA / AoA / Partnership Deed, etc.Certificate of incorporation.Registration Certificate.PAN /GST.	2.	Experience in the relevant field	The bidder must have minimum 5 years' experience in the relevant field of SSC and Railways	Details of similar experience shall be provided in the Form Tech 3 - with
S. No.	Basic Requirement	Specific Requirement	Document Required										
1.	Legal Entity	The bidder should be located in Tamil Nadu and also registered under any one of the following:- <ul style="list-style-type: none">Societies Registration Act, 1860.Indian Trust Act 1882.Companies Act 1956.LLP / Partnership/ Proprietorship.Any other prevalent law/rules.	<ul style="list-style-type: none">By - law / MoA / AoA / Partnership Deed, etc.Certificate of incorporation.Registration Certificate.PAN /GST.										
2.	Experience in the relevant field	The bidder must have minimum 5 years' experience in the relevant field of SSC and Railways	Details of similar experience shall be provided in the Form Tech 3 - with										

RfP for Selection of Training Partner to undertake Coaching Programme for SSC cum Railways

			Exam Coaching as on 31/03/2023 in any three districts in Tamil Nadu.	supporting documents.
	3.	Financial Capacity	The bidder should have annual turnover of at least Rs. 2.00 Crore for last three F.Y.s (2020 - 21 & 2021 - 22 and 2022 - 23)	Audited Financial Statement duly signed by a Chartered Accountant for F.Y. 2020 -21 & 2021 - 22 and 2022 - 23 along with a turnover certificate by CA for above mentioned F.Y.s
	4.	Blacklist	The bidder should not have been blacklisted by any Central or State Government or Public Sector Undertakings	Affidavit by the Authorized Signatory stating not blacklisted.
	5.	Authorized Representative	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Copy of Power of Attorney or Board Resolution. (Format is attached at Annexure-III)
	6.	Earnest Money Deposit (EMD)	The bidder must submit a proof of EMD of Rs.1,00,000/- (Rupees One Lakh Only) paid through NEFT to the TNSDC bank account.	Copy of the NEFT transfer receipt.
	7.	Service Tax (GST)	Must be Registered under GSTN	Attach Regd. Certificate and GST No.
	<p>NOTE: The copies of documents submitted towards Pre-qualification criteria are to be substantiated through production of originals, as and when required.</p>			

5.15 Technical Proposal Format and Content

- i. The Technical Proposal shall be prepared using the Standard Forms provided in Section 6 of the RfP and shall comprise the documents listed in the **Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive and rejected.**
- ii. The Proposals will be uploaded in the expected format as furnished in the e-procurement portal.
- iii. The supporting documents have to be produced in original by the bidder, if and when demanded by the Authority. In case of submission of the wrong type of Technical Proposal, then the proposal declared non-responsive and rejected.

The formats of the Technical Proposal (Section 6) to be submitted are:

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-2	Bidder's General Information.
TECH-3	Bidder's Experience and past performance.
TECH-4	Pre- Qualification Form
TECH-5	Description of Strategy, Approach and Work Plan for Performing the Assignment
TECH-6	Pool of Manpower and Task Assignments
TECH-7	Course Schedule/Timeline
TECH-8	Undertaking Regarding any Conflicting Activities and Declaration Thereof

C. PREPARATION, SUBMISSION, OPENING AND EVALUATION

5.16 Preparation of Proposal

- i. The Proposal shall be uploaded as per the guidelines furnished on the e-bid portal. Each document will adhere to the format expectations, failing which the bidder will be unsuccessful in completing their e-bid submission.
- ii. The bidder is expected to understand and comply with all the rules pertaining to how the proposals may be viewed and electronically submitted.
- iii. **Technical Proposal:**
 - a) In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RfP in detail.
 - b) **The Technical Proposal shall not include any Financial Proposal.**

	<p>iv. Financial Proposal:</p> <ul style="list-style-type: none"> a) In preparing the Financial Proposal, bidders are expected to consider the requirements and conditions of the RfP documents. The Financial Proposal should follow Standard Forms provided in Section 7. b) Bidders must express the price of their services in Indian national Rupees (INR) only. <p>v. Modification/ Withdrawal of the Bid:</p> <ul style="list-style-type: none"> o The bidders may modify, withdraw, or resubmit their bids before the due date of bid submission as per the rules of the e-procurement website.
5.17	<p>Submission of Proposals</p> <ul style="list-style-type: none"> i. The proposal, its contents and all correspondence and documents shall be in English. ii. The proposal shall remain valid for 90 days from the last date of bid submission. iii. The completed Proposal must be uploaded to the https://tntenders.gov.in/ website on or before the Bid Due Date (BDD). No Proposal shall be accepted after the closing time of Proposals. iv. The fee should be quoted in the financial bid only, in case found in the technical bid the bid will be rejected. v. Prior to the evaluation of proposals, the Authority will determine whether each proposal is responsive to the requirements of the RfP at each evaluation stage. The Authority may, at its sole discretion, reject any Proposal that is not responsive hereunder. The Authority reserves all rights to accept or reject any proposal without assigning any reason. vi. Bidders must upload their submissions on e-Procurement Portal: https://www.tntenders.gov.in on or before the time (IST) and date specified for the Bid Submission. The submission of the bid shall be closed on e-Procurement Portal at the date & time as per Indian Standard Time IST, after which no bid shall be accepted. vii. It shall be the responsibility of the bidder to ensure that its Tender is submitted online on e-Procurement Portal: https://www.tntenders.gov.in on or before the Tender Submission Date and time. viii. After the Proposal submission until the contract is awarded, the bidders are discouraged to contact the Authority on any matter related to its proposal. Any effort by the bidder to influence the Authority during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.
5.18	<p>Confidentiality</p> <ul style="list-style-type: none"> i. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. Any attempt by Bidders or anyone on behalf of the Bidder to improperly

	<p>influence the Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of the relevant Proposal. Such bidders may be subject to the application of prevailing Authority's sanctions/ penal procedures.</p> <p>ii. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if any bidder wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.</p> <p>iii. After opening the proposals, no information relating to the examination, clarification, evaluation and comparison of proposals and recommendations concerning the award of contract shall be disclosed to bidders or their representatives, if any. Any effort by a bidder to exert undue or unfair influence in the process of examination.</p>
5.19	<p>Withdrawal of Bid</p> <p>The Bidder may modify, substitute, or withdraw as per the rules of the e-procurement website https://www.tntenders.gov.in</p>
5.20	<p>Opening of Technical Proposals</p> <p>The Authority's evaluation committee shall conduct the opening of the Technical Proposal.</p>
5.21	<p>Proposals Evaluation</p> <p>The Bidder is not permitted to alter or modify the submission in any way after the Bid-Due-Date (BDD) and time. While evaluating the Proposals, the Authority will conduct the evaluation solely based on the submitted Technical Proposals, initially.</p>
5.22	<p>Evaluation of Technical Proposals</p> <p>i. The Authority's evaluation committee shall evaluate the submitted Proposals based on their responsiveness to the Terms of Reference and the RfP, applying the evaluation criteria specified below. Each Proposal that satisfies all criteria shall be deemed to be 'responsive' proposals.</p> <p>ii. <i>A Proposal shall be rejected at any stage if it does not respond to important aspects of the RFP and particularly the Terms of Reference/ scope of work or if it fails to achieve the minimum technical score indicated below.</i></p> <p>iii. The Evaluation Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this RFP. The decision of the Committee shall be final and binding on all the Bidders.</p>

Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:			
S. No.	Evaluation Criteria	Supporting Form	Max. Marks
1	Experience of Coaching Institute:		35
1.1	Total experience of running Coaching Institute for SSC/ Railways (Years) 5 to 10 years = 5 Marks 10 to 15 years = 10 Marks Above 15 year = 15 Marks	FORM TECH-3	15
1.2	Nos. of Branches across the State:	FORM TECH-3	10
	Up to 03 Nos. Branches		
	More than 03 Nos. but less than 5 nos.		
	More than 5 Nos. of branches		
1.3	Nos. of qualified faculty already associated with Coaching Institute Nos. of faculty up to 20 nos. = 07 Marks Nos. of faculty more than 20 nos. = 10 Marks	FORM TECH- 4	10
2.	Past Performance No. of successful candidates, who were selected for the posts in SSC/Railways in the last three years. 100 to 200 students - 10 marks 201 to 300 students - 15 marks 301 and above - 20 marks	FORM TECH-3	20
3.	Financial Capacity: Annual Turn Over of last three Financial Years (2020-2021, 2021-2022, 2022-2023): From 2.00 Crore to 3.00 Crore = 05 Marks From 3.00 Crore to 5.00 Crore = 10 Marks From 5.00 Crore and Above = 15 Marks	FORM TECH-3 P & L Account and Balance Sheet Duly Audited by CA.	15
4.	Presentation regarding organization, staffing, Course Plan and Strategy before the Bid Evaluation Committee.	FORM TECH-3, 4, 5, 6 & 7	30
	Total Marks		100
Note: The minimum qualifying mark is: 60 (i.e. 60% of total marks)			

5.23	<p>Evaluation of Financial Proposal</p> <ul style="list-style-type: none"> i. Financial Proposals of only those bidders who will be technically qualified (i.e. obtain minimum 60% in Technical Evaluation) shall be opened by the Authority's evaluation committee. ii. All technically qualified bidders will be notified for opening of the Financial Bids. For financial evaluation, the total cost indicated/ quoted in the Financial Proposal (Online BoQ), will be considered. iii. The Bids shall be opened at the specified time online. iv. To assist in the scrutiny, evaluation and comparison of proposals, TNSDC may, at their discretion, request clarifications on the bids submitted from the Bidders. v. After opening the financial proposal(s) shall be checked for responsiveness. A Financial Proposal shall be responsive if it has been submitted in the manner as specified in in this RFP. If the financial proposal of a bidder is non-responsive, it shall be declined from the bidding process. vi. All the responsive Financial Bids would then be ranked in ascending order of the quoted financial offer, with the Bidder quoting the lowest financial offer shall be ranked First as "L1" and the Bidder quoting the second lowest financial offer shall be ranked Second as "L2" and so on.
5.24	<p>Final Selection of Bidder:</p> <ul style="list-style-type: none"> i. The Bidder who quoted Lowest Financial offer (L1) will be selected. TNSDC reserves its right not to consider 'L1' (lowest rate quoted), if in its assessment that the lowest rate is unreasonably low. ii. In the event that two or more Bidder's Financial Bids are exactly the same: <ul style="list-style-type: none"> a) The bidder having the highest Technical Score among the bidders shall be declared as the L1 bidder. b) If the L1 bidder, in case of same financial bid, cannot be decided on the basis of highest technical score, the Authority may ask to submit a revised sealed offer.
D. AWARD OF CONTRACT	
5.25	<p>Negotiations:</p> <p>The invited bidder will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may results in the TNSDC Proceeding to negotiate with the next-ranked bidder. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.</p> <p>a. Technical Negotiations</p> <p>Negotiation will include a discussion of the Technical Proposal including the proposed approach and methodology, work plan, and organization and staffing, and any suggestions made by the bidder to improve the terms of</p>

	<p>reference. The TNSDC and the bidder will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities requires from the TNSDC to ensure satisfactory implementation of the assignment. The TNSDC shall prepare minutes of negotiations which shall by the TNSDC and the Bidder.</p> <p>b. Financial Negotiations</p> <p>After the technical negotiations are over, financial negotiation will be carried out in order to discuss any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under ordinary circumstances, the financial negotiation shall not result in an increase in the price originally quoted by the bidder.</p> <p>c. Conclusions of Negotiation</p> <p>Negotiation will conclude with a review of the draft Contract. To complete negotiations the TNSDC and the Bidder will initial the agreed Contract. If negotiations fail, the TNSDC will invite the next-ranked bidder to negotiate a Contract, if necessary.</p>
5.26	<p>Award of contract:</p> <ol style="list-style-type: none"> After completing negotiations, the TNSDC shall issue a Letter of Intent to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities/ pre-conditions within 07 days of issuances of the letter of intent.
5.27	<p>Performance Guarantee</p> <ol style="list-style-type: none"> The selected bidder shall be required to furnish a Performance Bank Guarantee of 5% on the contract price, in the form of an unconditional and irrevocable bank guarantee from a Nationalized / scheduled bank in India in favour of "The Managing Director" TNSDC for the entire period of contract with 180 days claim period in the format at Annexure -II. The bank guarantee must be submitted after award of contract but before signing of contract. The successful bidder must renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. On submission of this performance guarantee and after signing of the contract, TDR/FD submitted towards EMD would be returned in original. Refund of PG: The PG (Performance Guarantee) must be kept valid and shall be refunded 3 months from the date of successful completion of the assignment as evidenced from the date of last payment effected. PG (Performance Guarantee) will be returned only after adjusting/recovering any dues recoverable/ payable from/by the Agency on any account under the contract.

	<p>iv. Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ol style="list-style-type: none"> When any terms and condition of the contract is breached. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the work order.
5.28	<p>Liquidated damages:</p> <ol style="list-style-type: none"> Delivery time is of utmost importance and considered an essential aspect of the contract. The selected bidder shall ensure that the services are rendered within the agreed-upon timeframe. However, if the selected bidder encounters difficulties in completing the service delivery within the stipulated period, they are required to submit a written request to the Authority explaining the reasons for seeking an extension. This request should be made promptly upon encountering any hindrance in the delivery of the service or within 15 days from the occurrence of such hindrance. It is important to note that the request must be submitted before the expiration of the originally specified delivery period. Any requests received after the stipulated delivery period will not be considered or entertained. The Authority shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages. If the Authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service. It shall be the discretion of the Authority to accept or not to accept the supply of services rendered by the selected bidder after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Authority shall have the right to cancel the contract with respect to undelivered service. In this context, if the supply of services is not accepted, the payments may also be affected. Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage, or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement. Extension of time about which the Authority has not responded in the negative, may be taken as granted, if the selected bidder can prove that the Authority was made aware of such extension request. Liquidated damages may be imposed on the selected bidder by the Authority in case of the following-

	<ul style="list-style-type: none"> a. Any service fails to adhere to the expectations outlined by the Authority as per the prescribed norms or is not carried out in time. b. Damages incurred to the property of Information Technology (Such damage to civil works, finishing works etc.) during discharge of bidder's duties. c. Value of liquidated damages shall be decided by the authority as per the actual cost of damaged goods or non-provided services. In case of dispute on the value of liquidated damages, the decision of the Authority / user department shall be final and binding. d. If the selected bidder delays the work or is not satisfactory, the Authority may execute the work at the risk and at the cost of the former from any other selected agency.
5.29	<p>Penalty Clause</p> <ul style="list-style-type: none"> i. The selected bidder shall render services strictly adhering to the terms and conditions in the Work Order. Violation of terms and conditions and any unapproved delay in achieving the milestones furnished in the work order, except when approved by the Authority in writing shall attract a penalty of 1% of total value of work order per week of the delay subject to a maximum of 10% of the value of work order. In case of repeated violation of terms and conditions and in case of the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice. ii. Penalties will not be levied if the delay is not attributable to the bidder. iii. The Authority's decision is final in this regard.
E. OTHER TERMS AND CONDITIONS	
5.30	<p>Interpretation:</p> <ul style="list-style-type: none"> i. Entire Agreement: The Contract constitutes the entire agreement between the Authority and the Selected bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. ii. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto. iii. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5.31	<p>Governing Law</p> <p>The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State/ the Country (India) and under the jurisdiction of Madras High Court.</p>
5.32	<p>Force Majeure</p> <ul style="list-style-type: none"> i. Definition - For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or it's employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) consider at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. ii. No breach of Agreement - The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The selected bidder shall not be liable for forfeiture of its Performance Guarantee (PG) or/ and Background Guarantee (BG), if and or the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure. iii. Measures to be taken <ul style="list-style-type: none"> a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall

	<p>similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>c. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.</p> <p>iv. Extension of time - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>v. Consultation - No later than thirty (30) days after the selected bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
5.33	<p>Change in Contract and Contract Amendments</p> <p>i. The Authority may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>ii. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Authority order. This is subject to the same overall price being applicable to the same output overall as far as possible.</p>
5.34	<p>Termination Clauses</p> <p>i. Termination for default - The Authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> • If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Authority / user department; <p style="text-align: center;">or</p>

	<ul style="list-style-type: none"> • If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> • If the selected bidder, in the judgement of the Authority, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract or in breach of the Integrity and Avoidance of Conflict-of-Interest Pact. • If the selected bidder commits breach of any condition of the contract. • If the Authority terminates the contract in whole or in part, the amount of Performance Guarantee shall be forfeited. <p>ii. Termination for Insolvency - The Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.</p> <p>iii. Termination for Convenience - The Authority by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such a case, the Authority will pay for all the pending invoices as well as the work done till that date by the selected bidder.</p> <p>iv. Termination by the Authority - The Authority may, by not less than thirty (30) days written notice of termination to the selected bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The selected bidder fails to comply with any final decision reached as a result of arbitration proceedings <p style="text-align: center;">or</p> <ul style="list-style-type: none"> • The selected bidder submits, to the Authority, a statement which has a material effect on the rights, obligations, or interests of the Authority and which the selected bidder knows to be false
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	<ul style="list-style-type: none"> Any document, information, data, or statement submitted by the selected bidder in its Proposals, based on which the selected bidder was considered eligible or successful, is found to be false, incorrect, or misleading; or As a result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of not less than 30 days. <p>v. Termination by selected bidder - The selected bidder may, by not less than three (03) months written notice to the Authority, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the selected bidder may have subsequently agreed in writing) following the receipt by the Authority of the bidder's notice specifying such breach. If there are more than 3 unpaid invoices and the Authority fails to remedy the same within 45 days of the submission of the last unpaid invoice. As a result of Force Majeure, If the selected bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days. The Authority fails to comply with any final decision reached as a result of arbitration. <p>vi. Payment upon Termination - Upon termination of this Agreement, all pending payments due till the date of the termination of the contract will be made by the Authority within 60 days of the contract termination.</p> <p>vii. Suspension - The Authority, by written notice of suspension to the selected bidder, without any obligation (financial or otherwise) suspend all the payments to the selected bidder hereunder, if the selected bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the selected bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the selected bidder of such notice of suspension.</p> <p>viii. Cessation of rights and obligations - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> such rights and obligations as may have accrued on the date of termination or expiration. the obligation of confidentiality set forth in RfP.
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5.35	<p>Cessation of Services</p> <ul style="list-style-type: none"> i. Upon termination of this Agreement, by notice of either Party to the other, the selected bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. ii. In case of termination of agreement by the Authority, it may appoint another bidder from amongst the bidders during the proposal validity for the completion of the work.
5.36	<p>Disputes Resolution</p> <ul style="list-style-type: none"> i. Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/ differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration. ii. Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties for such a dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Authority and other appointed by the selected bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Tamil Nadu and following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs, and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

SECTION 6 TECHNICAL PROPOSAL- STANDARD FORMS

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-2	Bidder's General Information.
TECH-3	Bidder's Experience and past performance.
TECH-4	Pre- Qualification Form
TECH-5	Description of Strategy, Approach and Work Plan for Performing the Assignment
TECH-6	Pool of Manpower and Task Assignments
TECH-7	Course Schedule/Timeline
TECH-8	Undertaking Regarding any Conflicting Activities and Declaration Thereof

The bidders may note that their submissions should be uploaded according to the stipulated format, failing which successful bid submission shall not be possible. The scanned documents of the proposals should adhere to the above-mentioned expectations, failing which, they shall be summarily rejected.

FORM TECH- 1

Technical Proposal Submission Form

(To BE FILLED AND PRINTED ON THE BIDDER'S LETTERHEAD, AND UPLOADED)

[Location, Date]

To
The Managing Director,
Tamil Nadu Skill Development Corporation,
8th Floor, Chennai Metro Rail Limited, Metros,
Nandanam, Chennai – 600 035.

Dear Madam/ Sir,

Sub: Submission of proposal in response to RfP for <RfP title> and <RfP No.>

We, the undersigned, offer to provide the services in accordance with your Request for Proposals (RfP) <RfP No.> dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RfP]: "We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal (separately), as specified in the RfP document." We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification.
- b) Our Proposal shall be valid and remain binding upon us until [insert day, month, and year in accordance with Bid Validity Period].
- c) We have no conflict of interest in accordance with the RfP <No.> terms.
- d) We meet the eligibility requirements as stated in RfP <No.>
- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our proposal is accepted and the contract is signed, to initiate the Services related to the assignment no later than the date finalised by the Authority upon award of contract.

Yours sincerely,

Signature (of Agency's authorised representative) {In full and initials}:

Full name: {insert full name of authorised representative}

Title: {insert title/position of authorised representative} Name of Agency (company's name):

Address: {insert the authorised representative's address}

Phone/fax: {insert the authorised representative's phone and fax number, if applicable} Email: {insert the authorised representative's email address}

FORM TECH-2

BIDDER'S GENERAL INFORMATION

Form TECH-2: a brief description of the Bidder's organisation

Sl.	Particulars	Documents to be provided
1.	Details of the Agency	
	Name	
	Address	Please provide Head office Address
	Telephone	
	Email	
2.	Details of the Authorised person	Please provide the General Power of Attorney or Board resolution.
a	Name	
b	Address	
c	Telephone / Email	
3.	Registration details	
a	Date of Incorporation of Agency	Copy of Incorporation Certificate to be provided
b	PAN Number and GST number	No: (Copy of PAN to be Attached)
4.	Company Profile and Strength	i. Company background and history. ii. No. of full-time/part time faculty
5.	Bank Account Details to which payments are to be made to the Bidder.	Account Name: Account Number: Bank Name: Bank Branch: IFSC:

FORM TECH 3

BIDDER'S EXPERIENCE AND PAST PERFORMANCE

2.1 Organization Background

SI.NO	Agency/Organization Background	Details
1.	Ownership Details	
2.	Date of Registration	
3.	Place of Registration	
4.	Objectives	
5.	Experience in coaching of SSC /Railways/ Banking (in years)	

2.2 Organization Capacity

SI.NO	Agency/Organization Background	Details	
1.	Branch Details		
1.1	Total no. of branches located in Tamil Nadu		
1.2	Location of the branches		
2.	Faculty Details		
	Total No. of Qualified Faculties (Faculty profile should be attached as the supporting document)		
3.	Annual Turnover (As per P & L Account and Balance Sheet Duly Audited by CA.)		
	Financial Year	Turnover	Net worth
	2022-2023		
	2021-2022		
	2020-2021		

4.	No. of Successful Candidates	
4.1	SSC Examination	
4.2	Banking Examination	
4.3	Railways Examination	

2.3 Record of Successful candidates for the year 2023

S. No	Name of the Exam	Date of Final Result	No. of successful students
1.			
2.			
TOTAL			

Note :

1. The bidder should furnish the Successful candidates from Staff Selection Commission/ Railways/ Public Sector Banks Examination only. The claim of success from other examination will not be considered as merit.
2. Claim of success should only be made for the exams, with final results published in the year 2023.
3. The bidder should submit the copy of proof of admission i.e., Fee Receipt & the proof of success of the claiming student along with the following details:

3.4 Details of the Successful Candidates

S. No	Name of the Student	Exam Cleared	Date of Result	Page no. Of the proof
Name of the Exam				
1.				
2.				
3.				
Name of the Exam				
4.				
5.				
6.				

FORM TECH-4

Pre-Qualification Form:

The bidders must carefully examine the below mentioned eligibility criteria prior to uploading the requested documents. The bidder has to meet all the eligibility criteria set out to be eligible for evaluation.

S. No.	Basic Requirement	Specific Requirement	Document Required
1.	Legal Entity	The bidder should be registered under any one of the following and also located in Tamil Nadu:- <ul style="list-style-type: none"> Societies Registration Act, 1860. Indian Trust Act 1882. Companies Act 1956. LLP / Partnership/ Proprietorship. Any other prevalent law/rules. 	<ul style="list-style-type: none"> By - law / MoA / AoA / Partnership Deed, etc. Certificate of incorporation. Registration Certificate. PAN /GST.
2.	Experience in the relevant field	The bidder must have minimum 5 years' experience in the relevant field of SSC and Railways Exam Coaching as on 31/03/2023 in any three districts in Tamil Nadu.	Details of similar experience shall be provided in the Form Tech 3 - with supporting documents.
3.	Financial Capacity	The bidder should have annual turnover of at least Rs. 2.00 Crore for last three F.Y.s (2020 - 21 & 2021 - 2022 and 2022 - 23)	Audited Financial Statement duly signed by a Chartered Accountant for F.Y. 2020 - 21 & 2021 - 2022 and 2022 - 23 along with a turnover certificate by CA for above mentioned F.Y.s
4.	Blacklist	The bidder should not have been blacklisted by any Central or State Government or Public Sector Undertakings	Affidavit by the Authorized Signatory stating not blacklisted.
5.	Authorized Representative	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Copy of Power of Attorney or Board Resolution.

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6.	Earnest Money Deposit (EMD)	The bidder must submit a proof of EMD of Rs.1,00,000/- (Rupees One Lakh Only) paid through NEFT.	Copy of the NEFT transfer receipt.
7.	Service Tax (GST)	Must be Registered under GSTN	Attach Regd. Certificate and GST No.

Note:

1. The bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will be liable for rejection of the bid.
2. All supporting documents must be duly signed by the authorised representative of Bidder and uploaded onto the bidding platform.

FORM TECH -5

Description of Strategy, Approach and Work Plan for Performing the Assignment

[Strategy, Approach and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Strategy and Approach
- b) Work Plan and
- c) Organization and Staffing

a) Strategy and Approach: In this chapter, you shall explain your understanding of the objectives of the assignment. You shall also explain how you propose to assess the base learning levels of the students and further plan to address them. Also you shall explain how you will make efforts for retention of the students. You shall also list out strategy to improve the scores of lagging students. Additionally, you shall also explain interventions which will be taken up for all round development of the student.

b) Work Plan: In this chapter, you shall propose the main activities of the assignment, their content and duration, phasing and interrelations, and milestones. The proposed work plan shall be consistent with the strategy, showing understanding of Terms of Reference (TOR) (SECTION-4) and ability to translate and implement each of the objectives, scope of work into a feasible working plan. List of material to be provided should be included here. The work plan shall be consistent with the Work Schedule as detailed out in Form Tech- 7

c) Organization and Staffing: In this chapter, you shall propose the structure and composition of your team. You shall list the main disciplines of the assignment, the key expert responsible, and proposed staff. The details of these resources shall be given in Form Tech - 6.

- Note 1: Information provided in the form should correspond to the Technical Presentation.
- Note 2: All the claims should be substantiated through production of originals, whenever demanded.

FORM TECH – 6

Pool of Manpower and Task Assignments

S. No	Name of the Staff	Teaching/ Non-Teaching	Qualification/s	Nature of engagement (Full time/ part time)	Area of Expertise	Position Assigned
1.						
2.						

Note 1: All the claims should be substantiated through production of originals,
whenever demanded.

FORM TECH- 7

Course Schedule/Timeline

(Provide a detailed class schedule for the execution of the combined course for SSC & Railways and separate schedule for Banking. This shall include details as mentioned under "Section 4 Terms of Reference (ToR)" in compliance to crack various exams conducted by SSC/ Railways/IBPS/ SBI.

FORM TECH- 8

Undertaking Regarding any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your Coaching Institute which are of conflicting nature as mentioned in Para 5.2 of section 5. If yes, please furnish details of any such activities.

If no, please certify,

[We hereby declare that our Coaching Institute has not indulged in any such activities which can be termed as the conflicting activities under Para 5.2 of the section 5. We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

SECTION 7- Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 5.

FIN-1	Financial Proposal Submission Form, Detailed Cost Break-up
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FORM FIN-1

Financial Proposal Submission Form

Detailed Cost Break — up for Per Student (With reference to Section - 4 (Terms of Reference/ Scope of Work of RFP):

SI. No.	Particulars	Cost per Student (Excluding GST) (in INR)	Total Cost (For 300 students)
CHENNAI (300)			
1.	Coaching and Material cost for SSC cum Railways Exam with reference to Section- 4 of RFP.		

Annexure-I : EMD and Performance Bank Guarantee Format

To
The Managing Director,
Tamil Nadu Skill Development Corporation,
8th Floor, Chennai Metro Rail Limited, Metros,
Nandanam, Chennai – 600 035.

WHEREAS _____ [Name and address of Coaching Institute] (hereinafter called "the Coaching Institute") has undertaken, in pursuance of your Letter No. dated _____ to provide services for the assignment " to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region under Naan Mudhalvan Scheme of Tamil Nadu Skill Development Corporation on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Coaching Institute shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter.

AND WHEREAS we have agreed to give the Coaching Institute such a Bank Guarantee.

NOW THEREOF whereby a Coaching Institute that we are the Guarantor are responsible to you on behalf of the Coaching Institute up to a total of Rs. _____/- [amount of Guarantee][in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Coaching Institute before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents which may be made between you and the Coaching Institute shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Coaching Institute or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. _____/- (Rupees _____ only) and the guarantee shall remain valid till _____ unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 6 months from the date of aforesaid letter and may be extendable, if required.

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Signature and Seal of the Guarantor	In presence of
	1.
Name and Designation: _____	(Name, Signature and Occupation)
Name of Bank	
Address:	2.
Date:	(Name, Signature and Occupation)

ANNEXURE-II

General Power of Attorney Format for Authorised Signatory

Know all by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney _____ (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal[s] for providing _____ (Title of the project) including but not limited to signing and submission of all applications. Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to Tamil Nadu Skill Development Corporation , Government of Tamil Nadu, representing us in all matters before the Tamil Nadu Skill Development Corporation, Government of Tamil Nadu, including negotiations, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Tamil Nadu Skill Development Corporation , Government of Tamil Nadu, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Tamil Nadu Skill Development Corporation, Government of Tamil Nadu.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this General Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ (NAME OF THE COMPANY) THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS GENERAL POWER OF ATTORNEY ON THIS DD/MM/YYYY

This General Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY (for 1 year) if not revoked earlier or if the said Attorney is in the service of the Company, whichever is earlier.

I accept,

Name:

Title:

Date:

Place:

Witness 1:

Witness 2:

Annexure-III: Standard Form of Contract for the Coaching Institute to undertake Coaching Programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region.

Project Name: Selection of Coaching Institute to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region.

CONTRACT FILE NO. _____

BETWEEN

Tamil Nadu Skill Development Corporation

(Name of the Coaching Institute)

Dated:

Form of Contract

This CONTRACT (hereinafter called the "Contract for Coaching Institute to undertake coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region.") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Tamil Nadu Skill Development Corporation (Hereinafter called the "Authority") and, on the other hand, *[name of the Coaching Institute]* (hereinafter called the "*Coaching Institute*").

WHEREAS

(a) The Authority has requested the *Coaching Institute* to coaching programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region as defined in this Contract (hereinafter called the "Services");

(b) The Coaching Institute, having represented to the Authority that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

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Railways

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

a. The Instructions to Bidders (As per the Section 5 of RfP)

b. The Payment Terms (As per Section 4 (G) of RfP)

c. Annexures:

Annexure -I - EMD & Performance Guarantee Format.

Annexure -II - General Power of Attorney Format for Authorised Signatory.

Annexure -III - Standard Form of Contract for the Coaching Institute to undertake Coaching Programme at Naan Mudhalvan SSC cum Railways Residential Coaching Center for 300 students capacity at Chennai Region.

Annexure -IV - Template for Submission of Queries.

2. The mutual rights and obligations of the Client and the Coaching Institute shall be as set forth in the Contract, in particular:

a. The Coaching Institute shall carry out the Services in accordance with the provisions of the Contract; and

b. The Authority shall make payments to the Coaching Institute in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be Signed in their respective names as of the day, month and year first above written.

For and on behalf of

Name:

Signature:

TNSDC

For and behalf of the Coaching Institute

Name:

(Only authorised representative of Coaching Institute should sign)

Signature:

Name of the Coaching Institute

Annexure-IV

Template for Submission of Queries

(Note: All queries/ clarifications shall be populated into this template and uploaded as a document with the relevant information onto the link mentioned in clause 15.2).

Name of Organisation:

Sl No.	Pg. No. & Point No.	Existing Clause	Clarification/ Query/ Proposed Change
1	Pg. No. XX & Point No. XX		
2			
3			
4			
5			
6			
7			
8			
9			
10			