



**GOVERNMENT OF KARNATAKA
KARNATAKA EVALUATION AUTHORITY**



**REQUEST FOR PROPOSAL (RFP)
NO. KEA 06 PROC (RFP) 2022
DATED: 16-07-2022**

SELECTION OF EVALUATION CONSULTANT ORGANIZATION FOR

*Evaluation of Samagra Shikshana Karnataka from 2018-19 to 2020-21,
Department of Primary and Secondary Education,
Government of Karnataka*

**Karnataka Evaluation Authority (KEA),
542, 2nd Gate, 5th Floor,
M.S. Building,
Bangalore-560 001
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SECTION 1. LETTER OF INVITATION

Bengaluru, 16-07-2022

Dear Consultant,

1. Karnataka Evaluation Authority (KEA), a registered non-profit society functioning under the Planning, Programme Monitoring and Statistics Department, Government of Karnataka (herein after may also be referred to as “Client”) invites Proposals for providing consultancy services for evaluating the **“Evaluation of Samagra Shikshana Karnataka from 2018-19 to 2020-21”**. More details on the Services are provided in the attached Terms of Reference.
2. **The Request for Proposal (RFP) applies for Karnataka Evaluation Authority empanelled Evaluation Consultant Organizations (ECOs) only** (herein after referred to as “Consultant”) capable of performing thematic and evaluation studies of Government schemes.
3. The Consultant will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal
 - Section 4 - Financial Proposal
 - Section 5 - Terms of Reference
 - Section 6 - Contract
5. Tenders shall be submitted online in e-Procurement portal (<https://eproc.karnataka.gov.in>). The last date and time for submission of tenders as mentioned in e-Procurement portal. Any changes / modifications to the RFP will be made available in the e-Procurement portal by way of addendum / corrigendum.
6. For any further information, please contact:
 - Administrative Officer
 - Karnataka Evaluation Authority
 - Gate No.3, M S Building
 - Bengaluru – 560001
 - Ph: 080-2203 2029, 2563
 - E-mail: keagok@karnataka.gov.in

Yours sincerely

Sd/-

Tender Inviting Authority,
Karnataka Evaluation Authority

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a firm in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining permissions needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 **Conflict of Interest:** The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any

of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project, provided that the restriction herein shall not apply after completion of this assignment or to consulting assignments.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- (c) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (d) **Conflicting activities:** During the term of this contract, the consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.
- (e) **Conflicting Assignment/job;** The Consultant team shall not engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- (f) **Conflicting relationships** A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- (g) Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- (h) No agency or current or past employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

- 1.8 It is Client's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Client:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive Client of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
 - (c) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded Client-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Client -financed contract; and
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Client in accordance with the above para 1.8.
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.
- 1.11 The Consultant Organizations, who are participating in the tender (Request for Proposal) whose Three evaluation studies for Karnataka Evaluation Authority are “Pending” as on last date and time of bid submission in e-Procurement Portal are not eligible to participate in the tender. “Pending” in the preceding sentence means cases where Final Evaluation Reports both English & Kannada in submission stage has not been completed.
- 1.12 If the Evaluation Consultant Organization had failed to deliver quality evaluation report as per the Terms of Reference within the stipulated time as per MoU, the Evaluation Organization should be disqualified.
- 1.13 Bidder should submit copy of the Contract Agreement / Willingness letter with Team Leader and other evaluation team members while submitting proposal to Client (KEA) if not whole-time employees of the Consultant Organization.
- 1.14 After the initiation of the study, the study activities shall be taken up as per the Deliverables and Timeline indicated below:

Sl. No.	Item	Process	Timeline
1	Pre-bid meeting	Clarifications to doubts raised by Consultant Organizations (COs) in the meeting	7 days from the date of tender notification
2	Preliminary meeting after selection of ECO	Meeting with CO and Department to design roadmap for the study	7 days after selection of ECO
3	Line Department	For providing required data	15 days from date of preliminary meeting
4	Timeline for Inception Report		
i	Briefing of the evaluation team, preliminary PPT presentation to KEA on study methodology proposed by team with data requirements	Details of the secondary data required for the study as perceived to be provided	Within one week of issue of work order
ii	Pilot study completion	Field investigation to prepare and fine tune Inception Report	7 days from preliminary meeting with KEA
iii	Submission of detail Pilot study report to KEA	Approval of KEA	4 days from submission of report
iv	Finalisation of study tools	Incorporating all changes	6 days
v	Submission of IR to KEA	Approval of KEA for presentation	2 days after submission
vi	Presentation of IR before KEA	As per time schedule in KEA	5 days
vii	Submission of revised Inception Report	Incorporating the suggestions of KEA	2 days from PPT presentation
viii	Presentation of revised PPT {if necessary}		Within 4 days of submission of revised IR
5	Review meetings	To review the progress of work– PPT by Team Leader supported by other team members	First Monday of every month
6	Interim Report	Immediately after 50% of the work time period completed (including fieldwork) with templates for study report by Team Leader	2 months after approval of Inception Report
7	Draft Evaluation Report (DER)	Submission of DER (Kannada and English)	3 months after submission of Inception Report or as stipulated in ToR

Sl. No.	Item	Process	Timeline
8		Obtaining comments/suggestions of Independent Assessor and KEA	15days
9		Presentation of DER before TC (PI & team) for approval.	
10	Final Report (Kannada and English)	After incorporating suggestions of Technical Committee and KEA &Independent Assessor	15days
11	Sample print copy	Sample print copy for approval	Within 15days after approval of final report
12	Report copies	Report copies as per MoU in English & Kannada	Within 15 days after approval

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by posting responses to these queries by way of addendum for the tender in e-Procurement portal. It is the responsibility of the consultants to view responses in e-Procurement portal.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be published in e-Procurement portal. It is the responsibility of the consultants to view such addenda in e-Procurement portal. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s), as appropriate.

- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the Consultant.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it
- (iv) Proposed key professional staff must have the minimum experience indicated in the Data Sheet.
- (v) Alternative key professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- (vi) The Study team (Team Leader, Deputy Team Leader and Core Team Members (Member-1 and Member-2) should not participate for the same study in more than one organization, otherwise proposal will be disqualified.
- (vii) Same Team Leader should not participate in more than One study tendered, otherwise proposal will be disqualified.
- (viii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the Forms mentioned in Section 3:

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the Consultant, and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow the Forms mentioned in Section 4. It lists all costs associated with the Assignment, including:

Sl. No.	Description	Amount (Rs.)
1	Remuneration to the professional team	
2	Cost of secretarial services	
3	Cost of primary and secondary data collection (including training of field investigators) and scrutiny of the data collected and digitized	
4	Administrative cost (Maximum 10% of project cost)	
5	Miscellaneous expenditure (Printing, stationary, postage and other cost)	
6	Taxes applicable under different statutes administered by State and Central Government at the prevailing rates	
	Total Cost	<auto-calculated by e-Procurement system>

These costs should be broken down by sub activity and should be made available, if needed by the Client.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared and submitted online in e-Procurement portal. The relevant Forms and the other information shall be signed by the authorized signatory and the scanned copy shall be uploaded in e-Procurement portal (preferably in pdf format).

Consultant shall pay the requisite tender processing fee as mentioned in e-Procurement portal and Earnest Money Deposit (EMD) of Rs. 40000 (Rupees Forty Thousand only) using any of the e-payment modes available in e-Procurement portal. Consultants are advised to pay the requisite fee and EMD well in advance to accommodate for payment reversals by banks. on-payment of Tender Processing Fee or EMD will be a valid ground to reject the proposal during tender opening event.

It is the responsibility of the participating Consultant to ensure that the Tender Processing Fee and EMD are received by e-Procurement project within the last date of receipt of tenders as mentioned in e-Procurement portal. The Consultant is advised to initiate the payments well in advance in order to have sufficient time for performing corrective measures in case of any failures due to reasons beyond the control of the Consultant.

The Client and e-Procurement Cell, Centre for e-Governance shall not be liable if Consultants are unable to submit their bid due to technical / operational problems at their end.

- 4.2 An authorized representative of the Consultant shall sign the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 The scanned copies of documents uploaded and submitted by the Consultant in e-Procurement portal shall only be considered.
- 4.4 Consultants shall NOT upload any document pertaining to financial bid in the technical bid section of the tender. If uploaded, their tender will not be considered for tender evaluation.
- 4.5 The Technical and Financial Proposal and other information must be submitted online in e-Procurement portal on or before the time and date stated in the Data Sheet. Consultants shall encrypt the financial bids prior to submission in e-Procurement portal. The e-Procurement portal does not allow for submission of tenders after the last date and time of receipt of tenders.
- 4.6 Tenders will be opened on the date and time as mentioned in e-Procurement portal. The Financial Proposal shall remain encrypted in e-Procurement portal till the technical proposals are evaluated.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to

influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal. The proposals submitted will be initially examined with regard to team specification as in ToR and accordingly Consultants will be invited for technical evaluation.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals.

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet. Consultants shall present their capacity, understanding of the study and proposed methodology to the evaluation committee. The technical presentation of the Consultant will be on one-on-one basis and exclusively arranged for the Consultant.

The Team Leader (of the Consultant) shall present the technical competence and other details of the technical proposal to the evaluation committee. If the Team Leader is unable to be present physically at the time of the technical proposal presentation, the Consultant will be disqualified from tender evaluation and will be rejected for the tender.

The evaluation committee constituted by KEA will scrutinize and evaluate the proposals submitted by Consultants as per Part-I (100 marks) shown in Data Sheet. The Team Leader of the Consultant, along with other team members, should present their proposal, provide necessary clarifications and extend full cooperation during evaluation process.

Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of technical proposal is completed, the Client will update the evaluation result in e-Procurement portal to facilitate viewing by the consultants. The Financial Proposals of those consultants, who did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, will be remain encrypted and unopened in the e-Procurement portal. The qualified bidders will be informed on the date and time of opening of Financial Proposals in e-Procurement portal. Single tender (either at technical evaluation stage or financial evaluation stage) will be rejected as a rule, though exceptions are possible.
- 5.5 The Financial Proposals shall be opened in e-Procurement portal on or after the date and time as specified. Consultants or their representatives may choose to be present in the office of the Client during opening of Financial Proposals. The e-Procurement records the date and time of opening of Financial Proposals. After opening of Financial Proposals, the Consultants can view their financial bids in e-Procurement portal.

- 5.6 KEA will determine whether the Financial Proposals are complete, correct any computational errors. Deficient, incorrect, abysmally low-priced or erroneous proposals will be summarily rejected.
- 5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest technical and financial score shall be the successful bidder and may be invited for negotiations, if necessary.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and Consultant will then work out, cost pattern of staffing, staff, periods in the field and in the home office, staff-months, the bar charts indicating activities for the completion of the works. The agreed work plan and final Terms of Reference will then be incorporated as part of the contract. Special attention will be paid to get the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff. The negotiated rates, as agreed by the Consultant, will be entered in the e-Procurement portal by the Consultant.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5 If negotiations fail, the Client may invite the Consultant whose proposal received the second highest score to negotiate a contract or cancel the tender.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded with or without negotiations. Post award of contract, the Client will update the results of the evaluation in e-Procurement portal to facilitate viewing by Consultants. Any enhancement of sampling intensity, after signing of Contract Agreement, will not be a ground for upward revision of the amount payable to

the selected Consultant. The form of the Contract Agreement shall generally be as prescribed in Section 6 of this RFP document. Clarifications on the Contract Agreement may be obtained in the pre-bid meeting.

- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Clause Reference

- 1.1 Name of Client: Karnataka Evaluation Authority

Method of Selection: Quality and Cost-Based Selection (QCBS)

- 1.2 Technical and Financial Proposals are required: Yes

- 1.3 Assignment is phased: Yes (Inception Report, Draft Report, Final Report and Printing of Report)

- 1.4 Pre-proposal conference will be held: Yes (details are mentioned in e-Procurement portal)

Name, Address and Telephone Number of Client Official: (mentioned in Section-1)

- 1.5 Inputs by the Client: (mentioned as part of Terms of Reference- Section-5)

- 1.7.2 The Client envisages the need for continuity for downstream work: No

- 1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of General Conditions of Contract (GCC)

- 2.1 Submission of requests towards clarifications on RFP: (details are mentioned in e-Procurement portal).

Address for requesting clarifications:

The Administrative Officer

Karnataka Evaluation Authority

7th Floor, Gate No. 3, M.S. Building

Ph: 22032029/2563

M S Building, Bengaluru – 560001

- 3.1 Proposal should be submitted in the following language: English
- 3.3 (i) Shortlisted consultant may associate with other shortlisted consultant: No
- (iii) Estimated number of key professional staff months required for the assignment: 18 man-months
- (iv) The minimum required experience of proposed key professional staff: (mentioned in technical proposal format)
- (v) Reports which are part of the assignment must be written in following languages: English and Kannada
- (vii) Training is an important feature of this Assignment: No
- 3.10 Proposals must remain valid 90 days from the last date of receipt of tenders (as mentioned in e-Procurement portal)
- 4.3 Consultants must submit their tenders in e-Procurement portal only. Consultants should NOT submit physical proposals in any of the offices of the Client.
- 4.5 Proposals must be submitted no later than the last date and time as mentioned in e-Procurement portal.
- 5.3 Evaluation study team has to full fill the eligibility criteria as mentioned below:
Max. score will be awarded for International/National/Karnataka State projects as mentioned in the following table.
- i. The study team must have relevant experience and qualification as mentioned in the ToR, otherwise proposal will be disqualified.
 - ii. Team Leader must have done a minimum of 5 Evaluation Studies / Research Projects relating to the field as prescribed in the Terms of Reference.
 - iii. Deputy Team Leader and other team members must have done a minimum of 3 Evaluation Studies / Research Projects relating to the field as prescribed in the Terms of Reference.

Consultant shall upload scanned copy of documents, duly certified by Team Leader and authorized representative of the Consultant. The supporting documents (educational qualification, cover pages of evaluation studies conducted) shall be made available by the Consultant to the evaluation committee during technical demonstration presentation.

PART-I (100 MARKS) (PRESENTATION OF TECHNICAL PROPOSAL):

Item no	Criteria	Marks										
Generic Criteria												
1	Understanding about the purpose, scope and dimensions of evaluation study	15										
2	Conceptual clarity about the program, its context objectives and stakeholders involved	15										
Specific Criteria												
3	Review of past literature and previous evaluation studies related to this study	10										
4	Evaluation Approach	20										
5	Evaluation methodology proposed for the study	30										
6	<p>Experience of the study team Projects should be carried out by the study team as below:</p> <ul style="list-style-type: none"> i. TL- more than 5 evaluation studies/reports (based on self-certified CV & certified by ECO) ii. DTL & other members more than 3 evaluation studies/reports (based on self-certified CV & certified by ECO) <p>Max. score will be awarded for International/National/Karnataka State projects as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Study team</th> <th>Max. score</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>4 marks</td> </tr> <tr> <td>Deputy Team Leader</td> <td>3 marks</td> </tr> <tr> <td>Member-1</td> <td>2 marks</td> </tr> <tr> <td>Member-2</td> <td>1 mark</td> </tr> </tbody> </table>	Study team	Max. score	Team Leader	4 marks	Deputy Team Leader	3 marks	Member-1	2 marks	Member-2	1 mark	10
Study team	Max. score											
Team Leader	4 marks											
Deputy Team Leader	3 marks											
Member-1	2 marks											
Member-2	1 mark											
Total		100										

The minimum technical score required to qualify is 50% in Technical Proposal presentation (Part-I)

Consultants shall upload in e-Procurement portal the document mentioning detailed information as per above table (Part-I) duly certified by the Team Leader.

5.8 The formula for determining the financial scores is the following:
 [Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]

The weights given to the technical and Financial Proposals are:
 T= 0.7, and
 P= 0.3

6.1 The address for negotiation is:

Chief Evaluation Officer
Karnataka Evaluation Authority
Room No. 542, 5th Floor
Gate No. 2, M S Building
Bengaluru – 560001

7.2 The Assignment is expected to commence in the month of August 2022.

Other Information:

- (i) In case the Team Leader or any member discontinues his / her services with the Consultant, it shall be responsibility of the Consultant to deploy an equivalent or better replacement with prior approval of the Client. Failure to deploy suitable personnel within 30 days may lead to cancellation of Contract and / or forfeiture of Bank Guarantee.
- (ii) On the Client observing that any Consultant has actually indulged in any such practice(s) mentioned Clause 1.8 (a) above ('corrupt' or 'fraudulent' practices), the Consultant will be disqualified from tender evaluation process. In case of selected Consultant, the Contract Agreement will be terminated with forfeiture of Bank Guarantee.
- (iii) The Consultant selected to perform the evaluation should observe highest standard of ethics during the execution of the assignment, consistent with the standards established by the United Nations Evaluation Group/ American Evaluation Authority. The evaluation should be as per ToR (Section-5).
- (iv) The selected Consultant Organization may collect the primary data either manual or through open source software.
- (v) The Consultant shall submit soft copy of raw field data to the Client and the Line Department immediately after completion of field work.
- (vi) Client will make available all the secondary data collected from the concerned line Department during preparation of ToR, which is related to the assignment, to the selected Consultant at the time of execution of Contract. The Client will extend its support for any additional data required to be provided to the Consultant Organization from the Line Department.
- (vii) Client reserves the right to verify the data collection and data compilation work to establish that data is collected in the way and manner as prescribed in the ToR and recorded fully in letter and spirit.

SECTION 3: TECHNICAL PROPOSAL

- 3A (1). Proposal submission form (from KEA empanelled consultants)
- 3A (2). Power of Attorney
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Curriculum Vitae of Key Personnel.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.
- 3 I (1). Deployment of Personnel.
- 3 I (2). Survey and Field Investigations.

3A (1). TECHNICAL PROPOSAL SUBMISSION FORM

(From KEA Empanelled Consultants)

Bengaluru, xx-xx-xxxx

From

<Details of Consultant>

To:

Administrative Officer

Karnataka Evaluation Authority

5th Floor, Gate No. 3, M S Building

Bengaluru – 560001

Sir / Madam,

Subject: Selection of Evaluation Consultant Organization for conducting evaluation study of
“xx xxxxxxxx” – Technical Proposal

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated: xx-xx-xxxx, and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal in the prescribed formats in e-Procurement portal.

If negotiations are held during the period of validity of the Proposal, i.e., before xx-xx-xxxx we undertake to negotiate on our financial proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3A (2). POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the —Authorised Representative) 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 for and selection as the Consultant for Evaluation of..... including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED AUTHORISED REPRESENTATIVE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key Professional staff provided by your firm / entity (profiles)
Name of Client:		No. of staff:
Address:		No. of Staff-Months; duration of assignment
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services (Rs.)
Name of Associated Consultants, if any		No. of months of key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed		
Narrative Description of the Project		
Description of Actual Services Provided by Your Staff:		

Consultant's Name:

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Consultant's Name:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. Understanding about the purpose, scope and dimensions of evaluation study
2. Conceptual clarity about the program, its context objectives and stakeholders involved
3. Review of past literature and previous evaluation studies related to this study
4. Approach to arrive at answers for the evaluation issues in the ToR
5. Evaluation methodology proposed for the study
6. Familiarity with local language and communication skills

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff:

Sr. No.	Position	Name	Task	Full time / part time
1.	Team Leader			
2.	Deputy Team Leader			
3.	First Member			
4.	Second Member			

If part time number of hours per day expect to work on study

2. Support Staff:

Sr. No.	Position	Name	Task
1.			
2.			
3.			
4.			
...			

3F. CURRICULUM VITAE (CV) OF KEY PERSONNEL

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

Sl. No.	Name of client	Designation	From	To
1				
2				
3				
4				
5				
--				

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Sl. No.	Name of project	Name of client	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment
1				
2				
3				
4				
5				
--				

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due / Activities	Time Schedule (months)
1.				
2.				
3.				
4.				
...				

Full-Time:
Part-Time:
Reports Due:
Activities Duration:

Signature: _____
Full Name:
Title:
Address:

3H. ACTIVITY (WORK) SCHEDULE

A. FIELD INVESTIGATION AND STUDY ITEMS

Sl. No.	Item of Activity	Month-wise Program (in the form of Bar Chart)*			
		1 st	2 nd	3 rd	...
1	Activity-1- primary data collection				
2	Activity-2- data compilation and digitization				
3	Activity-3- data submission to KEA				
4	Activity-4- data analysis				

* The Program should be period of completion of assignment

3 I (2). SURVEY AND FIELD INVESTIGATIONS

Item of Work/ Activity			Week Numbers																			
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

SECTION 4: FINANCIAL PROPOSAL

4A. Financial Proposal submission form (Not Required in e-Procurement)

4B. Summary of costs

4C. Breakdown of costs (Not Required in e-Procurement)

4B. SUMMARY OF COSTS (PART-II)
(TO BE FILLED ONLINE IN E-PROCUREMENT PORTAL)

Sl. No.	Description	Amount (Rs.)
1	Remuneration to the professional team	
2	Cost of secretarial services	
3	Cost of primary and secondary data collection (including training of field investigators) and scrutiny of the data collected and digitized	
4	Administrative cost (Maximum 10% of project cost)	
5	Miscellaneous expenditure (Printing, stationary, postage and other cost)	
6	Taxes applicable under different statutes administered by State and Central Government at the prevailing rates	
	Total Cost	<auto-calculated by e-Procurement system>

Note:

1. The break-up of cost may be sought from selected bidder to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.
2. The Consultant Organizations should enter the financial cost (numerical figure) for all the 6 criteria given in the 4B of financial proposal which is mandatory.
3. The bidders should submit their quotes including taxes under the criteria mentioned in the above table.

SECTION 5: TERMS OF REFERENCE (TOR)

(Uploaded as a separate document in e-Procurement Portal along with this RFP)

SECTION 6: CONTRACT FOR CONSULTANT'S SERVICES

This agreement is made and executed at Bangalore on this 00 day of _____ 2022 by and between:

The Karnataka Evaluation Authority (hereinafter to be referred to as KEA), registered as a Society under the Karnataka Societies Registration Act, 1960, under the Planning, Programme Monitoring and Statistics Department of the Government of Karnataka, and having its office at Room No.542, II Gate, M S Building, Dr. B R Ambedkar Veedhi, Bangalore – 560 001, represented by the Chief Evaluation Officer of KEA (hereinafter the term and expression shall mean and include his / her successors, executive assistants and legal representatives) as the **FIRST PARTY**, and,

M/s _____ Company, having its registered office _____ represented by _____, designated as _____, whose full postal address for communication is _____, whose full postal address for communication is Karnataka Regional Office, _____, email id is _____ and contact phones are _____, working under the overall control, guidance and supervision of the registered office and having legal competence to enter into agreements on behalf of the Company, detailed at the commencement of this paragraph (hereinafter referred to as the “Consultant”, which term and expression shall mean and include his / her/their successors, assignees and legal representatives), as the **SECOND PARTY**.

WHEREAS

The Government of Karnataka is desirous of undertaking an Evaluation Study in the name and title of _____, notified against invitation for **Request for Proposal bearing no. _____, dated: _____** and has set up the KEA, amongst other purposes, for the same vide Government of Karnataka order no. PD/8 /EVN (2)/2011 dated 11th July 2011. The KEA being an independent agency to aid and promote effective, independent and transparent evaluation of public programmes and policies in the State of Karnataka, it proceeded to get the Evaluation Study done through a qualified external Consultant, following the due procedure. The Second Party (Consultant), having proved its credentials and capabilities in the process to successfully accomplish the task, was offered the assignment of undertaking the above study in accordance with the Terms of Reference (ToR) cited at **Annexure I** to this agreement;

AND the Consultant, having assured the KEA of possessing the required competencies in their research team headed by the Team Leader _____ whose complete postal address and contact details are M/s _____, to undertake the above Evaluation Study in all its dimensions and in accordance with the ToR prescribed, offered to do so to the satisfaction of the KEA;

AND in consideration whereof the KEA agreed to pay the Consultancy Charges to the Consultant vide schedule that is described later in this agreement and accepted by both parties to the agreement;

NOW, therefore, in consideration of the mutual promises and obligations, this agreement is entered into by the above named two parties on the following terms and conditions:

1. **The KEA agrees to engage and retain the services of the Consultant** for conducting the study till it is completed in all respects and final report and related information/records thereto are submitted and the report is approved by KEA.
2. **The Consultant agrees to conduct an in-depth study of the evaluation topic** in accordance with the best academic standards and scientific rigor and submit a detailed evaluation report to KEA within the stipulated time in accordance with the ToR and to the satisfaction of KEA.
3. The study shall be completed and the Final Evaluation Report of the study to be submitted within the period of **6 months** as mentioned in the ToR unless specifically prescribed.
4. **The following deliverables and the timelines** shall be maintained by the Consultant:
 - a. An **Inception Report** containing a detailed road map for the study shall be submitted to the first party within a period of **20 days** from the date of this agreement. This report shall contain templates of survey instruments, results of pilot test, specifics of sampling design and research methodology. Consultant should make presentation before KEA within **6 days**, the same will be approved by KEA. The remarks, comments and alterations suggested will be informed to the Consultant. The Consultant will comply with these within **4 days** of receiving the information and submit final inception report for approval of KEA. Only after such approval, should the Consultant proceed according to the mentioned specifications.
 - b. The Consultant and their field data collection agency will provide complete details of field data collection plans to the first party sufficiently in advance to communicate the same to all concerned. Immediately after 50% of the work time period completed (including fieldwork) with templates for study report by Team Leader, Consultant should submit **Interim Report** to KEA. Following the communication, the Consultant should proceed with the data and information collection as per the approved design and complete the same within **2 months**.
 - c. The data collected should be processed statistically and a **Draft Evaluation Report** (Kannada & English) should be prepared by the Consultant. **Five copies (English) and One copy (Kannada)** of draft report of the study along with soft copy of the data collected shall be submitted to KEA within **1 ½ month** from the date of completion of field work. The Draft Evaluation Report received will be sent to the Independent Assessor of KEA/Subject Expert having domain knowledge and expertise in a sector relating to assessment and grading of Evaluation Reports. The Consultant is expected to make a comprehensive presentation of the draft report to the Technical Committee of KEA on the time, date and venue fixed for the purpose. The Committee, after examining the report in detail and taking note of the details as elaborated in the presentation, can either accept or express the need for modifications and / or supplementary work. The Consultant shall ensure incorporation of all suggestions etc., within **15 days** from the date of receipt of the communication of modifications / supplementary work and submit the revised draft report to KEA.
 - d. After approval of the revised draft report, the Consultant shall prepare a final report both in Kannada and English versions and submit a sample copy separately, in the prescribed format and manner, to KEA within **15 days** from the receipt of approved

revised draft report from KEA. On KEA approving the final report, the Consultant shall proceed with other activities of printing, binding, data copying etc.

- e. The following shall be submitted by the Consultant to KEA within **15 days** from the receipt of approval on sample copy.
 - a. FIFTEEN hard copies in ENGLISH
 - b. FIFTEEN hard copies in KANNADA
 - c. Both Kannada and English final evaluation reports as mentioned under (a) & (b) should be submitted simultaneously.
 - d. THREE soft copies PDF & DOC format for each of the approved final report (in English as well as Kannada)
 - e. THREE soft copies of raw field data, data analysis statements and processed data outputs to be submitted to KEA in the format prescribed after completion of field work and data analysis.
 - f. ONE hard copy of raw field data, data analysis statements and processed data inputs.
- f. The Consultant present the Final Report for the purpose of benchmarking the quality of the report and dissemination of findings/recommendations on the date, time and venue fixed by KEA within one month from the receipt of final reports.
- g. The evaluation report should generally conform to the United Nations Evaluation Guidelines (UNEG) “Standards for Evaluation in the UN System” and “Ethical Standards for Evaluations”. The report should be complete and logically organized in a clear but simple language. Besides conforming to the qualities covered in the Terms of Reference, the delay in the submission of the report attributed to Line Department and KEA will not be considered in the period of study and it should be prepared as per the prescribed format of KEA.

5. Monitoring and coordination of sample survey and data collection work: A representative of the department/Board/ Urban or Rural body or State Undertaking concerned may act as the Chief Coordinator for the project work and would closely interact with the Consultant. He / She will nominate coordinators for supporting the field work and briefing sessions.

6. Consultancy fee and payment schedule: KEA agrees to pay **Rs._____/-** (_____) towards the total Consultancy fee payable for the task, including GST, after making Tax Deductions at Source, which will be deposited to the PAN account of Second Party. If there is any revision of GST it will be given effect while making payment. The payment schedule is as follows;

- a. The **First instalment** of consultancy fee amounting to 10% of the total fee will be payable **as advance** to the Consultant after the signing of the Contract Agreement and submission of a bank guarantee for the said 10% of contract price from a Nationalized Banks / Scheduled Commercial Banks / reputed Private Banks valid for a period of at least 12 months from the date of signing of the Contract Agreement.

The Second Party shall renew the Bank Guarantee for such a period till the acceptance of Final Evaluation Report by the first party.

If the Second Party does not furnish Bank Guarantee, they shall not be entitled to get the first instalment of consultancy fees.

- b. The **Second installment** of Consultancy fee amounting to 30% of the total fee will be payable **as advance** to the Consultant after the approval of the inception report (as prescribed in clause 4a. above) and submission of a bank guarantee for the said 30% of contract price from a Nationalized Banks / Scheduled Commercial Banks / reputed Private Banks valid for a period of at least 12 months from the date of approval of Inception Report.

The Second Party shall renew the Bank Guarantee for such a period till the acceptance of Final Evaluation Report by the first party.

If the Second Party does not furnish Bank Guarantee, they shall not be entitled to get the first instalment of consultancy fees.

- c. The **Third installment** of Consultancy fee amounting to 50% of the total fee will be payable to the Consultant after the approval of the Draft report. The Second Party can claim first and second installment of consultation fees together, without furnishing the Bank Guarantee, on approval of the draft report by KEA (as prescribed time frame in clauses 4b&c. above).
- d. The **Fourth and final instalment** of Consultancy fee amounting to 10% of the total fee will be payable to the Consultant after the receipt of the hard and soft copies of the final report in such format and number as prescribed in this agreement, both in Kannada and English versions along with all original documents containing primary and secondary data, processed data outputs, study report and soft copies of all literature used to the final report (as prescribed in clauses 4d&e. above and clause 7 I h. below).

7. Performance Warranties:

- I. **Warranties on behalf of the Consultant:** The Consultant agrees to provide the following warranties to KEA;
- a. That the Consultant undertakes to perform the study with the highest professional standards, competency and ethical integrity. The Consultant agrees to adopt the following principles:
- i. To foster social equity & justice in evaluation by including relevant perspectives and interests of all stakeholders.
 - ii. To secure informed consent of all survey participants and stakeholders, respect their privacy, dignity, freedom of expression and provide complete anonymity and confidentially to the information provided by them.
 - iii. To hold the evaluation enquiry systematically, gather evidence completely, comprehensively and independently, uninfluenced by any interested person or party and maintain good, accurate and proper records of the data, results,

methods adopted and the procedures followed in connection with the evaluation work and to share them with the KEA.

- iv. To arrive at the findings based entirely on the data and information gathered for the study free from bias of any kind and to provide a balanced and judicious report on the strengths and weaknesses of policy, programme and the manner of implementation based on sound and verifiable reasons.
- b. The Evaluation Report submitted by the Consultant will be its sole work and not infringe the copy right of any other(s).
- c. That the Consultant agrees **NOT** to change key personnel listed in the ToR / RFP and associated with the evaluation study till the final evaluation report is submitted. If for reasons beyond the control of the Consultant, it becomes necessary to replace the key personnel, the Consultant shall forthwith provide a replacement with a person of equivalent or better qualification acceptable to KEA.
- d. That the Consultant will **NOT** subcontract the study wholly or in part to any other agency. However, the Consultant may engage another agency having trained and qualified staff for survey and sample data collection purposes. Similarly, the Consultant may engage a qualified agency for printing the final report. While doing so, the Consultant will ensure that the quality of work or timeline is not compromised in any manner whatsoever.
- e. That the Consultant takes full responsibility for making payment to its staff and workers so engaged for this study promptly and fairly and will not create any obligations to KEA to clear any pending payments.
- f. That the Consultant will maintain total confidentiality of the data, facts, findings and recommendations of the study. It shall not disclose any confidential information acquired in the course of the study to anyone without the prior written consent of KEA. The confidentiality obligations shall survive till the Final Evaluation Report of the study is placed in the public domain and use of material developed shall be used with acknowledgement of KEA.
- g. That the role conflict faced by the Consultant, if any, perceived at any time of the study, shall be fully and properly disclosed to KEA without any loss of time.
- h. That after completing the study, the Consultant will submit all original documents containing primary and secondary data, processed data outputs, study report and soft copies of all the literature cited in the final report to KEA along with the final reports. The Consultant, his staff or agents shall **NOT** involve in any unauthorized use of the data or information.
- i. That the consultant will not disclose any information regarding the project in media, press, blog and other types of social media.

II. Warranties on behalf of the KEA: The KEA agrees to provide the following warranties to the Consultant:

- a. That the KEA will facilitate the evaluation study in all possible and tenable ways. It agrees to issue a letter of authorization to the Consultant to access the available official records, documents, data and reports, etc., connected with the study and also for seeking interviews with key personnel connected with the execution of the programme and policies relevant to the study.

- b. That the KEA assures the Consultant that review & comments on the draft documents and any proposals submitted by the Consultants will be communicated generally within four weeks from the date of such a request or such time as may be prescribed in this agreement. The Consultant should take due notice of the comments and suggestions made and agree to undertake necessary corrective action without compromising on the facts and findings.
- c. That the KEA agrees to release the advances and payments in accordance with the timelines and schedules agreed to in clause 6 above. If payments are not released within 15 days from the date of request for release after qualifying for the same (duly supported by necessary and sufficient documents), the consultant is entitled for commensurate extension of time in the agreement period. The agreement shall continue to be valid even on account of delay in releasing funds.

8. Other rights and obligations:

- a. The Government of Karnataka and KEA have a right for periodic spot check and /or verification of data collected, either directly, or through their subordinate officers to ascertain the rigor and quality of field work. The Consultant agrees to make good the defects, if any, observed during such checks / verifications.
- b. Copy right of the data and reports shall vest with KEA. Data, information and reports generated during the evaluation study shall be the property of KEA. Copy right of the survey formats, raw data, pictures, maps, reports and any other documents generated during the study shall vest with KEA. The Consultant cannot make use of such materials or ideas for any other purpose or transfer it to a third party without the prior written permission of KEA.
- c. Any new methodologies, techniques, principles, proprietary materials such as software, programmes, macros, algorithms and modules developed or created by the Consultant in the course of the study, which are of generic nature and not produced exclusively for KEA, will remain the exclusive property of Consultant. However, they will be shared with KEA to the extent needed to understand the processes, procedures and methodologies used in conducting the study and arriving at conclusions.
- d. Both parties to this agreement agree to indemnify, defend and hold the other parties harmless against any liabilities arising out of due discharge of duties under this agreement.

KEA may add, delete and modify any of the conditions of this contract on mutual agreement.
- e. KEA reserves the right to cancel this Agreement any time without assigning any reasons.

9. Penalties

- a. If quality of the Consultant's work is poor and beyond redemption in the opinion of KEA, it may issue a notice to that effect to the Consultant and, after hearing the Consultant's explanation both in writing and orally and if the work is proved to be poor, terminate this agreement forthwith. If any advance has been paid against Bank Guarantee to the Consultant, it shall be invoked and deposited to KEA.

Thereafter, the Consultant will be removed from the list of Empanelled Consultants.

- b. If the Consultant fails to meet the timeline for any specific deliverable, upon a written request quoting reasons, he / she/they may be given an extension of Three months(Two months at the time of field visit & primary, secondary data collection and one month in general). For delay beyond three months or part thereof, KEA is entitled to impose a penalty. Extension of time is the sole discretion of KEA, which may be granted on examining the documentary evidence submitted by the Consultant.
 - (i) If the Consultant does not submit the Inception Report within the stipulated time period as per this Agreement, the following penal action will be initiated:
 - a) Agreement shall be cancelled after two extensions of one week each time by KEA.
 - b) EMD shall be forfeited.
 - (ii) If there is a delay in the submission of draft evaluation report, which is attributable to Second Party, within the prescribed time to KEA, maximum of 10% of the corresponding payable amount (which is 80% up to DER) shall be levied by the First Party as penalty for the delay up to 3 months and the Second Party is agreeable to pay the levied amount. Beyond 3 months of delay attributable to Second Party, KEA shall terminate the MoU at the risk and cost of the Second Party. If the delay is beyond 3 months and is not attributable to the Second Party, then KEA will decide the further course of action either to extend the time with penalty or terminate the contract whatever is in the best interest of the Government. If KEA decides to terminate the contract, it reserves the right to engage any other Consultant at the risk and cost of the Second Party. Amounts payable to the Second Party shall be kept on hold for an indefinite period of time.
 - (iii) If the Second Party does not submit final evaluation report to KEA, [after the period mentioned in clause 4 (d) & (e)] and the delay is attributable to the Second Party, maximum of 10% of the corresponding payable amount (which is 20% of contract amount) shall be levied by the First Party, as penalty up to three months and the Second Party is agreed to pay the levied amount. Beyond three months of delay attributable to the Second Party, KEA shall terminate the contract at the cost of Second Party. Further, KEA may engage any other Consultant to complete the tasks at the risk and cost of the Second Party. Amounts payable to the Second Party shall be kept on hold for an indefinite period of time.
 - (iv) If KEA reject the reports at any stage in the process of evaluation, the Agreement shall be cancelled and the Consultant is not eligible for any payment. If payment is already made, the same will be recovered from the Consultant.
 - (v) “1% penalty is levied on the total contract price shown in the agreement if 10% omissions/defects noticed in the content material of the Evaluation Report at the stage mentioned hereunder:

After the approval of Draft Evaluation Report by the Technical Committee, such report will be sent to the Consultant Organization along with the observations of KEA, Independent Assessor, Line Department and Technical Committee. The Consultant Organization submits the revised report after incorporating all the suggestions, which will be referred to Publication division for verification. Publication division will verify the suggestions are incorporated and will conduct thorough check on spelling, grammar, table, graphs etc. and suggest necessary editing to the Consultant Organization.

Consultant Organization submits re-revised Draft Evaluation Report to KEA for proof reading which will be again subjected to verification by the publication division. Then if Publication division notices 10% omissions/defects in the content material of the evaluation report, then 1% penalty on the total contract price will be levied after issue of notice.

- c. If it is found any time that the Consultant:
- i) secured this evaluation work by misrepresentation of facts or by deceit; or
 - ii) has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices at any time; or
 - iii) has indulged in malpractices such as plagiarism; or
 - iv) committed any illegalities which may attract criminal liability;

The agreement shall be cancelled forthwith, empanelment with KEA shall be cancelled after giving a notice in writing and giving an opportunity of being heard.

If the charge is proved, all payments due to the Consultant shall be kept on hold and legal action under the relevant laws shall be initiated by KEA.

10. Amendment(s) or termination of this agreement: This agreement may be amended or terminated under the following circumstances:

- a. Both the parties to the agreement, by mutual consent, may modify the terms of agreement appropriately at any time.
- b. In the case of the Government of Karnataka making any rule or issuing any direction that is in disagreement with any of the terms of this agreement, the said change will be deemed to have been incorporated in the agreement from the date on which the said rule or direction came into effect, though such amendment in writing is not available.
- c. Directions given by the KEA or shall have the same effect as a clause of this agreement which the concerned party to the agreement will have to abide with within the time period prescribed, though a formal written supplementary agreement on such directions is not available.
- d. The KEA may terminate the agreement in accordance with Clause 9 above.

11. Grievance Redressal Mechanism

- a. If any party is aggrieved by any direction or order of KEA, he / she/they shall try and sort out the matter amicably by mutual consultation. If the matter could not be resolved, then the same shall be submitted in writing and a notice to this effect shall be served on the other parties as soon as possible. The other parties shall consider such a notice and make every effort for removing the difficulties. If it could not be so resolved, then the aggrieved party may appeal to the Additional Chief Secretary/Principal Secretary/Secretary, Planning, Programme Monitoring and Statistics Department, Government of Karnataka, whose decision in the matter will be final and binding on both parties.
- b. If any law suits arise on account of this agreement, it shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts in Bengaluru, India.

12. Miscellany

- a. No party to this agreement shall be liable for any failure or delay in performance under this agreement, caused by any natural calamity, strike, bandh, lockout, curfew, riot, fire, sabotage, etc., provided that the party affected by such an event had taken all reasonable precautions, due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this agreement.
- b. A party affected by an event of *force majeure* shall give the other parties a written notice as soon as possible, with full details, and in any event not later than five calendar days of the occurrence of the cause relied upon. In the event of a *force majeure*, the dates by which performance obligations are scheduled to be met, shall be extended suitably. The Consultant shall be entitled to proportionate payment for the value of work done, in case *force majeure* leads to termination of the project.
- c. Any action taken by the KEA under this agreement to protect the public and government interest shall stand fully indemnified and he / she/it shall not be liable personally to pay any compensation or face criminal action even if the Consultant is entitled to initiate such proceedings.

Any appeal in this regard shall lie with the Additional Chief Secretary/Principal Secretary/Secretary, Planning, Programme Monitoring and Statistics Department, Government of Karnataka and his / her decision shall be final and binding on the Consultant.

- d. **Limitation to liability:** “Notwithstanding anything contained in the contract, KEA/client agrees that the Consultant shall not be liable to KEA/client, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.”
- e. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no

circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.

- f. Any notice intended to be served for legal purpose shall be in writing and shall be served on the persons mentioned below under acknowledgement. No cognizance shall be taken of any notice served otherwise.
- i. For and on behalf of KEA:

Chief Evaluation Officer,
Karnataka Evaluation Authority,
Room No.542, M S Building,
Dr. B R Ambedkar Veedhi,
Bangalore-560 001.

- ii. For and on behalf of the Consultant:

- g. The Parties to this agreement will stand discharged from the obligations of this agreement on the occurrence of any of the following events-
- i. Full and final discharge after completing the tasks envisaged under this agreement and after submitting the audited statement of accounts, if so, required by this agreement;
- ii. On mutual agreement to terminate;
- iii. On termination of the agreement by the Authority in accordance with clause 9 above and disposal of appeals and court cases if any.

IN WITNESS WHEREOF, the authorized signatories of the parties to this agreement have duly executed this agreement on the date first above written.

On behalf of KEA	On behalf of Consultant
Chief Evaluation Officer Karnataka Evaluation Authority Room No.542, M S Building Dr B R Ambedhkar Veedhi Bangalore-560001	
(SEAL)	(SEAL)

1. Name of Witness and address	1. Name of Witness and address
2. Name of Witness and address	2. Name of Witness and address

SECTION 7: PREVIEW OF RFP AND TIME SCHEDULE

1.	Bid reference	KEA 06 PROC (RFP) 2022
2.	Uploading of RFP on e-Procurement Portal for inviting Request for Proposal from KEA empanelled ECOs	16-07-2022
3.	Date and time of pre-bid/clarification meeting	11:00 hrs. of 26-07-2022
4.	<i>Last date and time for submission of tenders (Filled formats and all supporting documents has to be uploaded through e-procurement portal only)</i>	17:30 hrs. of 18-08-2022
5.	Date and time of opening of the Technical Bid	11:00 hrs. of 20-08-2022
6.	Date of Presentation by the Consultant Organizations	25-08-2022 to 29-08-2022
7.	Date and time of opening of the Financial bid.	11:00 hrs. of 01-09-2022

Note

1. No further extension will be given for submission of bids, submit your proposals intime.
2. Presentation of Technical Proposal and supporting documents verification of Team Leader, Deputy Team Leader and Core Team Members of evaluation team of this study will be held between dates mentioned at sl. no. 6 of above table. **Please note no changes in dates are permitted.**