

**CONTRACT FOR CONSULTANTS' SERVICES**

**BETWEEN**

**MINISTRY OF EDUCATION**

**GOVERNMENT OF INDIA**

**AND**

---

*[Name of the Consultant]*

**FOR**

**“STRENGTHENING TEACHING-LEARNING AND  
RESULTS FOR STATES” (STARS)**

**Dated: XX Month, 2020**

# STANDARD FORMS OF CONTRACT

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## I (A): FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on this XX<sup>st</sup> day of the month of XXX, 2020 on behalf of the President of India between MOE (hereinafter called the “Authority”), of the First Part and (hereinafter called the “Consultant”), of the Second Part.

### WHEREAS

- (a) the Consultant, having represented to the “Authority” that he has the required professional skills, personnel and technical resources, has offered to provide its services in response to the RFP dated ....., 2020 issued by the Authority;
- (b) the “Authority” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this contract:
  - (a) Disclaimer
  - (b) The General Conditions of Contract;
  - (c) The Special Conditions of Contract;
  - (d) The following Appendices:

S. No.	Appendices	Details
1	Appendix A	Description of Services
2	Appendix B	Reporting Requirements
3	Appendix C	Staffing schedule
5	Appendix D	Duties of the “Authority”
6	Appendix E	Duties of the Consultant
7	Appendix F	Mandate Form for payments through RTGS

- 2. The mutual rights and obligations of the “Authority” and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
  - (b) the “Authority” shall make payments to the Consultant 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 and year first above written.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA THROUGH

In presence of  
(Witnesses)

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

Signed by \_\_\_\_\_  
{DIRECTOR (EAP)}  
For and on behalf Of MOE

In presence of  
(Witnesses)

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

2. For and on behalf of Consultant

Signed by \_\_\_\_\_  
[Authorized Representative]

## **I (B): DISCLAIMER**

### **1. Disclaimer**

- 1.1 The Selected consultant acknowledges that prior to the execution of this Agreement, the consultant has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and conditions, and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Consultant confirms that it shall have no claim whatsoever against the Authority in this regard.
- 1.2 The Selected Consultant acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Consultant, its Associates or any person claiming through or under any of them.
- 1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 1.1 above shall not vitiate this Agreement, or render it voidable.
- 1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 1.4 shall not prejudice the disclaimer of the Authority contained in Clause 1.1 and shall not in any manner shift to the Authority any risks assumed by the Consultant pursuant to this Agreement.
- 1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Consultant and the Authority shall not be liable in any manner for such risks or the consequences thereof.

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract has the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Authority” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (e) “Foreign Currency” means any currency other than the currency of the “Authority’s” country.
- (f) “GC” means these General Conditions of Contract.
- (g) “Government” means the Government of India
- (h) “Local Currency” means Indian Rupees.
- (i) “Member” means any of the entities that make up the association; and “Members” means all these entities.
- (j) “Party” means the “Authority” or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendix-A** hereto.

- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Authority”, or the Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.

**1.2 Relationship between the Parties:**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Authority” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit or alter the meaning of this Contract.

**1.5 Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:**

The Services shall be performed at 6 States/Union Territories as specified in Terms of Reference (TOR).

**1.7 Authority of the Lead Partner:**

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Authority” under this Contract, including without limitation the receiving of instructions and payments from the “Authority”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.



## 1.8 **Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Authority” or the Consultant may be taken or executed by the officials specified in the SC.

## 1.9 **Taxes and Duties:**

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

## 1.10 **Fraud and Corruption**

### 1.10.1 **Definitions:**

It is the Authority’s policy which requires that Authority’s as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official 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 consultants, with or without the knowledge of the Authority, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### 1.10.2 **Measures to be taken by the Authority:**

- (a) The Authority may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Authority to remedy the situation;
- (b) The Authority may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority-financed contract;

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the signing of the contract.
- 2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within 10 (ten) days after the date of the receipt of the LOI by the selected consultant, the contract shall be deemed to be terminated.
- 2.3 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.11 hereof, this Contract shall expire 4 (four) months after the end of such time period specified in Appendix-A from the Effective Date as per clause 2.1, unless the such period is extended on express request of the consultant giving special reasons thereof and duly accepted by the Authority in writing for the same, with liquidated damages as specified under clause GC 9.
- 2.4 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.5 **Modifications or Variations:**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
  - (b) In cases of substantial modifications or variations, the prior written consent of the Authority is required.
- 2.6 **Force Majeure**
- 2.6.1 **Definition**
- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause GC 2.6.3, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.6.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar 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 Contract.

**2.6.3 Measures to be taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (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 case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Authority", shall either:
  - (i) demobilize,; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC-7.

**2.7 Damages for delay by the Selected Consultant**

In the event that the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Consultant shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one percent) of the contract amount for each week's delay until the fulfilment of such Conditions subject to maximum of 10% (ten percent) of the total value of the contract.

## **2.8 Deemed Termination upon delay**

Without prejudice to the provisions of GC Clauses 2.11.3, the Parties expressly agree that the contract shall expire at the end of such time period after the Effective Date as specified in the SC, all rights, privileges, claims and entitlements of the Selected Consultant under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the Selected Consultant, and the Contract shall be deemed to have been terminated by mutual agreement of the Parties.

## **2.9 Carrying out part work at Risk & Cost of Contractor**

If the consultant makes default or does not execute the work with due diligence even after a notice of in writing of 7 days in this from the ‘Authority’ and does not remedy the default in complying the terms and conditions of the contract, the ‘Authority’ shall have the powers to execute the work at the risk and cost of the consultant, after determining the work completed so far. The certificate of the ‘Authority’ as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the ‘Authority’ are less than the amount payable to the consultant at his agreement rates, the difference shall not be payable to the consultant. Any excess expenditure incurred or to be incurred by the ‘Authority’ in completing the part work /part incomplete work or the excess loss of damages suffered or may be suffered by ‘Authority’ as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the ‘Authority’ in law or as per agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days. The ‘Authority’ shall have the right to adjust the amount from the dues from the consultant and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of the above course adopted by the ‘authority’, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**2.10 Suspension:** The “Authority” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding 7 (seven) days after receipt by the Consultant of such notice of suspension.

## **2.11 Termination**

### **2.11.1 By the “Authority”:**

The “Authority” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.11.1.1.

- 2.11.1.1 (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.10 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the “Authority” may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Authority”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Authority” a false statement which has a material effect on the rights, obligations or interests of the “Authority”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Authority”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- 2.11.1.2 In such an occurrence the “Authority” shall give a written notice of termination to the Consultants not less than thirty (30) days, and sixty (60) days in case of the event referred to in (h).

### **2.11.2 By the Consultant:**

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the “Authority”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.11.2.1

- 2.11.2.1 (a) If the “Authority” fails to pay any money due to the Consultant pursuant to this

Contract and not subject to dispute pursuant to Clause GC-8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Authority” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC-8 hereof.
- (d) If the “Authority” is in a material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Authority” of the Consultant’s notice specifying such breach.

#### **2.11.3 Cessation of Rights and Obligations:**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.11 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,
- (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.4 hereof, and
- (iv) any right which a Party may have under the Law.

#### **2.11.4 Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.11.1 or GC 2.11.2 hereof, the Consultant 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. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided by Clause GC 3.7 hereof.

#### **2.11.5 Payment upon Termination:**

Upon termination of this Contract pursuant to Clauses GC 2.11.1 or GC 2.11.2 hereof, the “Authority” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause GC 2.11.1.1(g) & (h) or clause 2.11.2, remuneration pursuant to Clause GC 6.3(h) & (i) hereof for Services satisfactorily performed prior to the effective date of termination, for expenditures actually and reasonably incurred prior to the effective date of termination;

- (b) If the agreement is terminated pursuant of Clause GC 2.11.1.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. Applicable under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause GC-9 of this section hereof. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.11.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.11.1.1 or in Clause GC 2.11.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance:**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Authority”, and shall at all times support and safeguard the “Authority’s” legitimate interests in any dealings with Sub-Consultants or Third Parties.

##### **3.2 Conflict of Interest:**

The Consultant shall hold the Authority’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Authority and seek its instructions.

##### **3.2.1 Consultant and Affiliates Not to Engage in Certain Activities:**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, 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.

### 3.2.2 **Prohibition of Conflicting Activities:**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### 3.3 **Confidentiality and Secrecy:**

Except with the prior written consent of the “Authority”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### 3.4 **Accounting, Inspection and Auditing:**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Authority” or its designated representative and/or the Authority, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Authority” or the Authority, if so required by the “Authority” or the Authority as the case may be.

### 3.5 **Consultant’s Actions Requiring Authority’s Prior Approval:**

The Consultant shall obtain the “Authority’s” prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in **Appendix-C**.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Authority”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Authority” to be incompetent or incapable or undesirable in discharging assigned duties, the “Authority” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Authority”, or to resume the performance of the Services itself.

### 3.6 **Reporting Obligations:**

The Consultant shall submit to the “Authority” the reports and documents specified in the **Appendix-A** (TOR) and in **Appendix-B** hereto, in the form, in the numbers and within the time periods set forth in the said **Appendix**. Final reports shall be delivered in addition to the hard copies in the manner specified in said **Appendix**.



### 3.7 Documents Prepared by the Consultant to be the Property of the “Authority”:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Authority” under this Contract shall become and remain the property of the “Authority”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Authority”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Authority’s prior written approval to such agreements, and the “Authority” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

## 4. CONSULTANTS’ PERSONNEL

### 4.1 General:

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

### 4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in **Appendix-C**. If any of the Key Personnel has already been approved by the “Authority”, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in **Appendix-C** may be made by the Consultant by written notice to the “Authority”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than one week, whichever is lesser, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any such adjustments shall only be made with the Authority’s written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix-A**, the estimated periods of engagement of Key Personnel set forth in **Appendix-C** may be increased by agreement in writing between the “Authority” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

### 4.3 Approval/Removal/Replacement of Personnel:

- (a) The Personnel listed by title as well as by name in **Appendix-C** are hereby approved by the “Authority”.

- (b) Except as the “Authority” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, acceptable to the Authority.
- (c) If the “Authority” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Authority’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with equivalent qualifications and experience acceptable to the “Authority”.
- (d) If the consultant replaces any of the person under clause (b) & (c) above the remuneration to be paid for a replacement person shall not be less than the remuneration which would have been paid to the personnel replaced.
- (e) If the “Authority” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Authority”.

#### 4.4 **Nodal Officer:**

If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a Nodal officer, acceptable to the “Authority”, shall take charge of the performance of such Services.

### 5. **OBLIGATIONS OF THE “AUTHORITY”**

#### 5.1 **Assistance and Exemptions:**

Unless otherwise specified in the SC, the “Authority” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services (if required during execution).
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

#### 5.2 **Changes in the Applicable Law Related to Taxes and Duties:**

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the

services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property (inputs & facilities) of the “Authority”:**

The “Authority” shall make available to the Consultant the inputs and facilities described in **Appendix-D** at the times and in the manner specified in said **Appendix-D**.

**5.4 Payment:**

In consideration of the Services performed by the Consultant under this Contract, the “Authority” shall make to the Consultant such payments and in such manner as is provided by Clause GC-6 of this section hereof.

**6. PAYMENTS TO THE CONSULTANT**

**6.1 Total Cost of the Services:**

- (a) The total cost of the Services payable is set forth in **Fin-I** of financial proposal.
- (b) Except as may be otherwise agreed under Clause GC 2.5, payments under this Contract shall not exceed the amount specified in **Fin-I** of financial proposal.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:**

All payments shall be made in Indian Rupees.

**6.3 Terms of Payment:**

The payments in respect of the Services shall be made as follows:

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. **The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC-4.**
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Authority shall release the requisite payment upon acceptance of the deliverables. However, if the Authority fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Authority shall release the payment to the consultant without any further delay.
- (c) Final Payment: The final payment as specified in SC-4 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the

Consultant and approved as satisfactory by the “Authority”. The Services shall be deemed completed and finally accepted by the “Authority” and the final report and final statement shall be deemed approved by the “Authority” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Authority” unless the “Authority”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Authority” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Authority” within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the “Authority” for reimbursement must be made within twelve (12) calendar months after receipt by the “Authority” of a final report and a final statement approved by the “Authority” in accordance with the above.

- (d) For the purpose of payment under Clause GC 6.3 (b) above, acceptance means; acceptance of the deliverables by the Authority after submission by the consultant and the consultant has made presentation to the Authority with / without modifications to be communicated in writing by the Authority to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority shall not release the payment due to the consultant. This is without prejudicing the Authority’s right to levy any liquidated damages under Clause GC -9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Authority.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Authority to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Authority communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
  - (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
  - (ii) The total amount payable shall be the amount calculated as per (i) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith:**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 7.2 **Operation of the Contract:**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC-8 hereof.

## 8. **SETTLEMENT OF DISPUTES**

### 8.1 **Amicable Settlement:**

Performance of the contract is governed by the terms & conditions of the Contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

### 8.2 **Arbitration:**

In case of failure of the amicable settlement of dispute through negotiation/consultation, the same shall be referred for arbitration by a sole arbitrator appointed by the Secretary, MOE which shall be accepted by the Agency/Firm/Entity. The award of such sole arbitrator shall be final and binding on both the parties. However, a party aggrieved with the Award, may make an Appeal against such Award under the Arbitration & Conciliation Act, 1996 (as amended from time to time). The parties agree the jurisdiction of the Court at Delhi/New Delhi.

## 9. **LIQUIDATED DAMAGES**

9.1 If the Consultant fails to submit the reports as set forth in schedule mention in **Deliverables in Appendix-A**, unless such failure has occurred due to Force Majeure, it shall pay Damages to the Authority for an amount equal to 0.1% (zero point zero one percent) of total cost of the services for every week or part thereof for the delay. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Contract, including the right of Termination thereof.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% (ten percent)

of the total value of the contract.

**10. Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Consultant.**

**11. MISCELLANEOUS PROVISIONS:**

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Authority/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant shall be jointly and severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Authority/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/Consultant shall at all times indemnify and keep indemnified the Authority/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor/Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Authority.

### III. SPECIAL CONDITIONS (SC) OF CONTRACT:

S.No.	Ref. of GC clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract															
1.0	1.5	<p>The address are:</p> <p>1. “Authority” : Ministry of Education, Department of School Education &amp; Literacy, SS-II Bureau, Shastri Bhawan, New Delhi -110115</p> <p>Attention : Sh. JP Pandey, Director (EAP)</p> <p>P&amp;T : 011 23383324</p> <p>Email.-jppandey.irps@gov.in</p> <p>2. Consultant : XXX</p> <p>Attention : XXX</p> <p>Contact No : XXX</p> <p>Email-</p>															
3.0	1.8	<p>The Authorized Representatives are:</p> <p>For the “Authority”: Sh. JP Pandey, Director (EAP)</p> <p>For the Consultant: XXX</p>															
4.0	6.3	<p>The stage-wise payment for the Assignment will be released as under:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Payment Schedule</th> <th style="text-align: center;">Deliverable</th> <th style="text-align: center;">Percentage of total Project Cost</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1<sup>st</sup> Payment</td> <td>Submission of Inception report (inclusive of approved verification plan)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">2<sup>nd</sup> Payment</td> <td>Submission of DLI Verification Report for Year-1</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">3<sup>rd</sup> Payment</td> <td>Submission of DLI Verification Report for Year-2</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">4<sup>th</sup> Payment</td> <td>Submission of DLI Verification Report for Year-3</td> <td style="text-align: center;">25%</td> </tr> </tbody> </table>	Payment Schedule	Deliverable	Percentage of total Project Cost	1 <sup>st</sup> Payment	Submission of Inception report (inclusive of approved verification plan)	10%	2 <sup>nd</sup> Payment	Submission of DLI Verification Report for Year-1	25%	3 <sup>rd</sup> Payment	Submission of DLI Verification Report for Year-2	25%	4 <sup>th</sup> Payment	Submission of DLI Verification Report for Year-3	25%
Payment Schedule	Deliverable	Percentage of total Project Cost															
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3 <sup>rd</sup> Payment	Submission of DLI Verification Report for Year-2	25%															
4 <sup>th</sup> Payment	Submission of DLI Verification Report for Year-3	25%															

		Final Payment	Final payment would be provided after submission of assignment completion report by the consultant to MOE	15%
		<b>Total</b>		100%
		<p>(i) TDS at applicable rates will be deducted from all the stage payment.</p> <p>(ii) All the payments will be made by RTGS/NEFT. For transfer of due amount, the consultant has provided requisite details in the prescribed mandate form (Appendix-F).</p>		
5.0	8.2	The Arbitration proceedings shall take place in Delhi/New Delhi in India.		

Binding signature of Authority Signed by \_\_\_\_\_  
(for and on behalf of the President of India)

Binding signature of Contractor Signed by \_\_\_\_\_  
(for and on behalf of \_\_\_\_\_  
duly authorized vide Resolution  
No \_\_\_\_\_  
dated \_\_\_\_\_ of the Board of Directors of  
\_\_\_\_\_)

In the presence of  
(Witnesses)

1. \_\_\_\_\_

2. \_\_\_\_\_



## DESCRIPTION OF SERVICES

### Terms of Reference

#### PROVIDING INDEPENDENT VERIFICATION SERVICES FOR IMPLEMENTATION OF THE "STRENGTHENING TEACHING-LEARNING AND RESULTS FOR STATES" (STARS) PROJECT OF THE MINISTRY OF EDUCATION (MOE)

#### GOVERNMENT OF INDIA

### 1. Introduction

- 1.1 Flagship schemes of the Government of India have been instrumental in setting up the necessary structures to get children into school. Sustained gains in enrolment and attendance rates at the elementary level and specific interventions at secondary level have contributed to substantial improvements in the secondary gross enrolment ratio (GER) across all school types (government, government-aided, and private), increasing from 58 percent in 2009-10 to 80 percent in 2015-16. Accelerated recruitment efforts by states have resulted in declining teacher vacancies, from 26 percent to 17 percent between 2012-13 and 2015-16. There also has been a growing emphasis on the importance of monitoring learning outcomes across all levels of schooling, as evidenced by the implementation of a standardized national assessment for grades 3, 5, 8, and 10 - National Achievement Survey (NAS) covering all the districts of the country, significant improvements in Education Management Information System (through UDISE+) and grading of performance of States through a Performance Grading Index (PGI).
- 1.2 There are several challenges for improving the quality of school education in India. First, there needs to be an enhanced focus on education in the early years so that children enter formal schooling prepared to learn. Second, teacher availability and preparation need to be strengthened. Third, there is a need for greater focus on systematic, continuous, and effective remediation support, beginning at the primary level and continuing through school education. Fourth, there is a need to strengthen the linkages between school planning, management, and accountability. Finally, there is a need to strengthen systems for measuring and tracking learning in schools over time as well as supervision and monitoring at state, district, and sub-district levels.
- 1.3 However, the education system today needs to not only improve access and learning outcomes but also to prepare students for the 21st century by imparting skills like **collaboration, critical thinking, creativity and communication**. This can be accomplished only by enhancing the professional capacity of teachers, extensive use of technology and team building. The STARS project envisages **technology-centric and**

**innovation-driven projects** for improving learning outcomes and governance systems, which can be scaled up and replicated across the country, based on the experiences gained. **The STARS project will be the CRUCIBLE for education in India driving innovation, beyond the existing schemes.** The project focuses on systemic reforms to bring about quality and accountability in school education as well as encouraging innovation and flexibility through new approaches, **to improve the learning outcomes.**

1.4 These improvements in school education will likely also require a differentiated approach – leveraging the capability of well-performing states and encouraging them to test innovative approaches that can be shared with other states; and drawing on the experiences and practices of well-performing states to strengthen implementation capacity and governance in weaker states.

## **2. Objectives of the STARS Project**

The STARS project with a total cost of approximately ₹5583 crore is proposed to be implemented with a World Bank assistance of US\$ 500 million (approximately ₹3613 crore) from 2020-21 to 2024-25 in **six identified States i.e. Himachal Pradesh, Maharashtra, Odisha, Rajasthan, Madhya Pradesh and Kerala.** These six States have been identified (three Learning States and three Lighthouse States) based on the Performance Grading Index (PGI) developed by the Department of School Education and Literacy, Ministry of Education.

The project shifts focus from the provision of inputs and maintaining of outputs to actual outcomes by linking the receipts and disbursement of funds to these outcomes. In this regard, some of the measurable outcomes of the project are:

- a. Percentage of students achieving minimum proficiency in Grade 3 language in the project States
- b. Secondary school completion rate in the project States
- c. Improved governance in the project States (as measured by select indicators from Performance Grading Index)
- d. Number of teachers trained in early childhood education (ECE) and early reading and numeracy
- e. Percentage of schools implementing learning enhancement program for upper primary and secondary grades in the project States
- f. Improved teacher management in the project States
- g. Strengthened school management in the project States
- h. Improved education service delivery in the project States through partnerships and school monitoring

- i. Career guidance program for improved transition from school to further education and world of work.
- j. Labor-market relevant courses offered at the secondary and higher secondary stages
- k. Partnerships developed to facilitate cross-learning between States

It also envisages a State Incentive Grant to incentivize the States for undertaking governance reforms and showing actual improvement in learning outcomes and retentions.

The STARS project explicitly identifies Information and Communication Technologies (ICT) both as a key lever in the transformation of the education system and as a core of education itself, **to improve the learning outcomes**. The project will develop strong, robust ICT and Technology based systems that would be cross-cutting across different components of the project.

The components of the project for which various interventions can be undertaken are:

- 1) **Strengthening Early Years Education :-** The project will support states in improving the quality of early childhood education and foundation learning by providing support for:-
  - (i) Enhanced classroom layouts that are child friendly, developmentally appropriate and stimulating; support learning through direct sensory encounters with their surroundings and have a positive effect on interactions between teachers and students.
  - (ii) Developmentally appropriate curriculum supported by standardized Teaching Learning Material (TLM).
  - (iii) In-service professional development opportunities for states, districts, sub-districts and school-level education functionaries.
  - (iv) Parental engagement strategies to enhance parents' awareness about the importance of ECE.
  - (v) Administrative and academic monitoring tools/platforms to support implementation of activities with a view to tracking progress and supporting continuous improvement at both the grassroots and system level.
  - (vi) Capacity development for improving the **life skills** in children for adaptive and positive behaviour that will enable them to deal effectively with the demands and challenges of everyday life. Three broad categories of such skills are: **cognitive skills** for analyzing and using information, **personal skills** for developing personal agency and managing oneself and **inter-personal skills** for communicating and interacting effectively with others.
  
- 2) **Improving Learning Assessment Systems:-** Periodic and credible assessments are key to improve learning outcomes by providing meaningful feedback to undertake planning, governance and pedagogical interventions. Support will be provided for-
  - (i) Participation in Programme for International Student Assessment (**PISA**) 2022 and 2025
  - (ii) Setting up Assessment Cell/ Centre in each state.
  - (iii) Developing **online item banks, online labs, games, hackathons etc.**

- (iv) **Crowd sourcing** of ideas to build online knowledge banks like Wikipedia, GitHub, Stackexchange etc.
  - (v) Development of a tracking system for all students.
  - (vi) Use of technologies like Augmented Reality and Virtual Reality to enhance learning experience.
  - (vii) Undertaking examination reforms through a review of Grade-10 and Grade-12 examinations of the school boards to make them more competency based.
- 3) **Strengthen classroom instruction and remediation through teacher development and school leadership:** -STARS will support a dedicated package of teacher development and school leadership activities in the project states to enhance classroom instruction and learning.
- a) **Teachers Development Support will be provided for-**
    - i. Developing alternative, **ICT-enabled approaches** (online and offline) to enhance teachers' access to training resources, through use of platforms like DIKSHA for delivering contents.
    - ii. Using technology to improve Education Management.
    - iii. Assess digital competencies of teachers and teacher educators.
    - iv. Training Teachers in the use of skills such as **Augmented Reality, Artificial Intelligence**
    - v. Developing frameworks and structures for the **voluntary accreditation of teachers.**
    - vi. Strengthening of Academic and mentoring Role of institutions like DIET, Block Resource Centres (BRCs) and Cluster Resource Centres (CRCs)
  - b) **Classroom instructions & Learning Enhancement Programs:-**Support will be provided for-
    - i. Strengthening learning enhancement strategies as per state context based on identification of gaps in learning outcomes.
    - ii. Improving the availability of ICT resources for use of teachers.
  - c) **School Leadership:** -Support will be provided for conduct and assessment of school leadership development programs and strengthening of state nodal Institutes of Education planning & Management.
- 4) **Governance and Decentralized Management for Improved Service Delivery:-** STARS will focus on following approaches for improved Educational Governance and Service Delivery.
- (i) Enhancing state capability and strengthening public institutions at decentralized levels for better planning, monitoring and academic support.
  - (ii) Effective Teacher Management through use of technology to ensure transparency in teacher's recruitment, deployment and assessment.
  - (iii) Development of a National overarching framework and incentivising states for partnership with non-state actors through various models like
    - Whole School Approach,

- Direct Benefit Transfers for School Choice,
  - Support services of management firms / NGOs / Philanthropy bodies,
  - Outsourcing of specific services etc.
- (iv) Strengthening of **Education Management Information Systems** at various levels
- (v) Developing a communication and branding plan for each state
- (vi) Developing an Institutional mechanism at the National and State level for grading and regulation of schools.

5) **School to work transition strategies** :- The project will support the following interventions as per state specific requirements-

- (i) Support for age appropriate curriculum development and expansion leading to exposure to the broad world of work at grades 7<sup>th</sup> onwards.
- (ii) Training on Soft Skills and STEM/STEAM (Science, Technology, Engineering, Art, and Math) related skills including AI, Coding & Robotics.
- (iii) Well-designed provision of career guidance and counselling.
- (iv) Using Technology to gauge students' aptitude, personality and interests.
- (v) Enhancing entrepreneurship with on the job experience through internships and developing tie-ups for apprenticeships.
- (vi) Skill development opportunities to Out of school children at secondary stage.

The STARS project will drive major policy reforms and changes in system by experimentation, getting International experience & exposure, collaboration with Non-State actors, crowd sourcing of ideas and by adopting unconventional methods to improve the learning methodology. The online repository that would be created will make the system capable of replicating all lessons learnt and the successful experimentations, across the country at scale and in a short duration of time.

### 3. Scope

3.1 The objective of this assignment is to:

- Carry out an independent verification of achievement of the Disbursement Linked Indicators (DLI) reported by MOE and the States for each disbursement claim under the Program, based on the Verification Protocol agreed between MOE and the World Bank; and
- Prepare and submit independent and comprehensive Verification reports to MOE for disbursement claims in the form acceptable to MOE and the World Bank.

3.2 The IVA will verify the DLI, through data sources/physical inspections (if required and as agreed upon with MOE) to confirm the accuracy, quality of results and eligible disbursement amounts claimed by MOE. In accordance with good audit practice, verification will take place against a sampling framework and frequency detailed in the Verification Protocols. The detailed DLIs are in Table 1 and the detailed SIG components are given in Table 2.

**Table 1: Disbursement Linked Indicators (DLI)**

The project will have six DLIs that will be used for verification of results and disbursement of funds. The IVA will be responsible for verifying achievements under all six DLIs. Verification of DLI 6 will involve verification of overall scores, component wise scores, and indicator wise scores under a State Incentive Grant (SIG) scorecard (refer to Table 2 for SIG).

<b>Disbursement Linked Indicator</b>	<b>DLI Baseline and Financial Allocation</b>		<b>Target to be Achieved in April 2020 to March 2021 (Year 1)</b>	<b>Target to be Achieved in April 2021 to March 2022 (Year 2)</b>	<b>Target to be Achieved in April 2022 to March 2023 (Year 3)</b>	<b>Target to be Achieved in April 2023 to March 2024 (Year 4)</b>	<b>Target to be Achieved in April 2024 to March 2025 (Year 5)</b>
<b>DLI 1: Increase in students achieving minimum proficiency in grade 3 language in selected states</b>	Baseline not available, to be computed in Year 2		National Report for NAS 2017 with state and subject wise scaled scores for Grade 3 published by NCERT.	First administration of national standardized assessment for grade 3 in language and baseline established for percentage of students achieving minimum proficiency in language in each selected states	Assessment results analyzed, published, and findings used to prepare a timebound action plan for each selected state	No Result	Second administration of national standardized assessment for grade 3 and at least 2 percentage points increase in students achieving minimum proficiency in language over baseline in each selected state.
	<b>Total Financial</b>	<b>As a Percent</b>					

	<b>ial Allocated to DLI:</b> US\$ 50 million	<b>age of Total Financing Amount</b> : 10 percent	: US\$ 7 million	US\$ 7 million	: US\$ 6 million		US\$ 2.5 million per state per percentage point
<b>DLI 2: Improvement in secondary school completion rate in selected states</b>	<b>Secondary School Completion Rate:</b> Himachal Pradesh 81.1%, Kerala 87.3%, Madhya Pradesh 61.9%, Maharashtra 81.7%, Odisha 74.2% and Rajasthan 77.5%	(i) UDISE Flash Statistics for 2017-18 with latest data on secondary school completion rate published and made available for public access. (ii) 0.4 percentage points improvement over baseline in each project state	No Target		1.1 percentage point improvement over baseline in each project state	No Target	2.0 percentage points improvement over baseline in each project state
	<b>Total Financial Allocated to</b>	<b>As a Percent age of Total Financi</b>	<b>Amount Allocated:</b> US\$ 6 million on release of UDISE flash statistics 2017-18 US\$ 200,000 per state per 0.1 percentage point improvement				

	<b>DLI:</b> US\$ 30 million	<b>ng Amount</b> : 6 percent	in secondary school completion rate								
<b>DLI 3: Improvem ent in governanc e index scores in selected states</b>	Himachal Pradesh: 55/123	Kerala: 76/123	Madhya Pradesh: 51/123	Maharashtra: 8/123	Odisha: 42/123	Rajasthan: 55/123	State performan ce measur ment index developed , state performan ce assessed, and report released by MOE for academic year ending March 2020	Governanc e index score improved by at least 4 points over baseline in each selected state.	No Target	Governan ce index score improved by at least 8 points over baseline in each selected state.	Governanc e index score improved by at least 10 points over baseline in each selected state.
	<b>Total Financ ial Allocat ed to DLI:</b> US\$ 20 million	<b>As a Percent age of Total Financi ng Amount</b> : 4 percent	<b>Amount Allocated:</b>  US\$ 2 million on release of state performance measurement index for academic year ending March 2020  US\$ 0.3 million for every one-point increase over baseline in governance index score per state								
<b>DLI 4: Strengthe ned learning assessment systems</b>	No recent internationally comparable data on student learning levels in India; and no independent National Assessment Centre	(i) Completion of PISA 2022 field trial and submission of India's	Completion of PISA 2022 Main Survey	Public release of National Report for PISA 2022	(i) Detailed analysis of national results for PISA 2022	No Target					



<p>conducting a standardized national level assessment.</p>	<p>field trial report for PISA 2022</p> <p>(ii) Independent National Assessment Centre notified by MOE.</p>			<p>completed , and report published highlighting proposed policy actions for India;</p> <p>(ii) Set up of national assessment center completed by MOE.</p>		
<p><b>Total Financial Allocated to DLI:</b> US\$ 25 million</p>	<p><b>As a Percent of Total Financing Amount :</b> 5 percent</p>	<p><b>Amount Allocated :</b> US\$ 4 million for each of the two DLI sub-targets</p>	<p><b>Amount Allocated:</b> US\$ 4.5 million</p>	<p><b>Amount Allocated :</b> US\$ 4.5 million</p>	<p><b>Amount Allocated :</b> US\$ 4 million for each of the two DLI sub-targets</p>	

<b>DLI 5: Partnerships developed to facilitate cross-learning between states</b>	Channels yet to be initiated to facilitate inter-states learning		MOE identifies and establishes interstate learning partnerships by connecting each project state with at least two non-project states	At least one knowledge sharing workshops held under each inter-state learning partnership	At least one knowledge sharing workshops held under each inter-state learning partnership	At least one knowledge sharing workshops held under each inter-state learning partnership	At least one knowledge sharing workshops held under each inter-state learning partnership
	<b>Total Financial Allocated to DLI:</b> US\$ 10 million	<b>As a Percentage of Total Financing Amount:</b> 2 percent	<b>Amount Allocated:</b> US\$ 2 million	<b>Amount Allocated:</b> US\$ 2 million	<b>Amount Allocated:</b> US\$ 2 million	<b>Amount Allocated:</b> US\$ 2 million	<b>Amount Allocated:</b> US\$ 2 million
<b>DLI 6: State level improved service delivery</b>	Baseline not available	(i) State Incentive Grant Manual prepared and notified by MOE  (ii) Selected State scores 20 percent on at least	Selected State scores 40 percent on at least the ‘strengthened service delivery’ SIG component in accordance with the	Selected State scores 60 percent on at least the ‘strengthened service delivery’ SIG component in accordance	Selected State scores 80 percent on at least the ‘strengthened service delivery’ SIG component in accordance	Selected State scores 100 percent on at least the ‘strengthened service delivery’ SIG component in accordance with the	

		the ‘strengthened service delivery’ SIG component in accordance with the terms of the SIG Manual	terms of the SIG Manual	e with the terms of the SIG Manual	e with the terms of the SIG Manual	terms of the SIG Manual
	<b>Total Financial Allocated to DLI:</b> US\$ 340 million	<b>As a Percentage of Total Financing Amount</b> : 68.0 percent	<b>Amount Allocated:</b> US\$ 10 million on notification of State Incentive Grant Manual US\$ 5 million for every milestone achieved on the ‘Strengthened Service Delivery’ SIG component by a state US\$ 3 million for every milestone achieved on any SIG component other than the ‘Strengthened Service Delivery’ component by a state			

The indicators included in the governance index and the corresponding scores (as per PGI):

- % of average daily attendance of teachers recorded in an electronic attendance system(10)
- % Upper Primary schools meeting norms of subject-teacher as per RTE(10)
- % Secondary Schools who have teachers for all core subjects(20)
- % of academic positions filled in state & district academic institutions (SCERT/SIE & DIETs) at beginning of given academic year(10)
- % of schools visited at least 3 times by CRC Coordinator(3)
- % of schools that have completed self-evaluation and made school improvement plans during the financial year(10)
- No. of new teachers recruited through a transparent online recruitment system as a % of total number of new teachers recruited(20)
- Number of teachers transferred through a transparent online system as a % of total number of teachers transferred(20)
- No. of head-teachers/principals recruited through a merit-based selection system as a % of total number of head-teachers/principals recruited(20)

**Table 2: State Incentive Grant- Scoring Template**

#	Indicator	Score
<b>Component I: Strengthened Early Years Education</b>		<b>0-20</b>
1.1	<p>Percentage of Teachers Trained in ECE:</p> <ul style="list-style-type: none"> <li>• ECE training modules for teachers/facilitators developed – 2 Points</li> <li>• 20 to 39 percent of teachers/facilitators trained using modules developed – 4 points</li> <li>• 40 to 59 percent of teachers/facilitators trained using modules developed – 6 points</li> <li>• 60 to 74 percent of teachers/facilitators trained using modules developed – 8 points</li> <li>• At least 75 percent of teachers/facilitators trained using modules developed – 10 points</li> </ul>	0-10
1.2	<p>Percentage of teachers Trained in Early Reading and Numeracy:</p> <ul style="list-style-type: none"> <li>• Early reading and numeracy teacher training modules developed – 2 Points</li> <li>• 20 to 39 percent of teachers trained using modules developed – 4 points</li> <li>• 40 to 59 percent of teachers trained using modules developed – 6 points</li> <li>• 60 to 74 percent of teachers trained using modules developed – 8 points</li> <li>• At least 75 percent of teachers trained using modules developed – 10 points</li> </ul>	0-10
<b>Component 2: Improved Learning Assessment Systems</b>		<b>0-20</b>
2.1	<p>Strengthened learning assessment systems and capabilities at state level (5 points each):</p> <ul style="list-style-type: none"> <li>• State assessment cell notified, and budget approved</li> <li>• Learning outcomes based online item banks developed for use by teachers</li> <li>• State Assessment Cell led training of teachers on CCE and classroom assessment</li> <li>• 20 percent to 49 percent of teachers trained on CCE and classroom assessment – 5 points</li> <li>• At least 50 percent teachers trained on CCE and classroom assessment – 10 points</li> </ul>	0-20
<b>Component 3: Improved teacher performance and classroom practice</b>		<b>0-20</b>
3.1	<p>(a) Strengthened in-service teacher training (cumulative) and teacher knowledge (elementary):</p> <ul style="list-style-type: none"> <li>• Online menu of need based teacher training modules developed – 1 point</li> <li>• 20 to 39 percent of primary and 20 to 39 percent of upper primary teachers provided with need-based training(s) selected from an online portal providing a menu of training modules – 2 points</li> <li>• At least 40 percent of primary and upper primary teachers provided with</li> </ul>	0-5

	<p>need-based training(s) selected from an online portal providing a menu of training modules – 3 points</p> <p>(b) Assessment of teacher subject knowledge used to revise in-service training modules (elementary):</p> <ul style="list-style-type: none"> <li>• At least 1 assessment of teacher subject knowledge conducted to inform in-service training modules – 1 point</li> <li>• At Least 2 assessments of teacher subject knowledge conducted to inform in-service training modules – 2 points</li> </ul>	
3.2	<p>(a) Strengthened in-service teacher training (cumulative) and teacher knowledge (Secondary):</p> <ul style="list-style-type: none"> <li>• Online menu of need based teacher training modules developed – 1 point</li> <li>• 20 to 39 percent of secondary teachers provided with need-based training(s) selected from an online portal providing a menu of training modules – 2 points</li> <li>• At least 40 percent secondary teachers provided with need-based training(s) selected from an online portal providing a menu of training modules – 3 points</li> </ul> <p>(b) Assessment of teacher subject knowledge used to revise in-service training modules (elementary):</p> <ul style="list-style-type: none"> <li>• At least 1 assessment of teacher subject knowledge conducted to inform in-service training modules – 1 point</li> <li>• At Least 2 assessments of teacher subject knowledge conducted to inform in-service training modules – 2 points</li> </ul>	0-5
3.3	<p>Learning Enhancement Program (LEP) for upper primary and secondary grades:</p> <ul style="list-style-type: none"> <li>• Existing learning enhancement program(s) reviewed, and revised program prepared for roll out – 2 point</li> <li>• Revised LEP covers 20 to 39 percent of schools with upper primary and secondary sections – 4 points</li> <li>• Revised LEP covers 40 to 59 percent of schools with upper primary and secondary sections – 6 points</li> <li>• Revised LEP covers 60 to 74 percent of schools with upper primary and secondary sections – 8 points</li> <li>• Revised LEP covers at least 75 schools with upper primary and secondary sections – 10 points</li> </ul>	0-10
<b>Component 4: Strengthened Service Delivery</b>		<b>0-30</b>
4.1	<p>Strengthened planning and management capacities for decentralized management (BRC and CRC):</p> <ul style="list-style-type: none"> <li>• Leadership training plan for BRCs and CRCs prepared and finalized by state level nodal institution for education management and training – 2 points</li> <li>• 20 to 39 percent of BRCs and CRCs trained as per plan prepared – 3 points</li> </ul>	0-8

	<ul style="list-style-type: none"> <li>• 40 to 59 percent of BRCs and CRCs trained as per plan prepared – 5 points</li> <li>• 60 to 74 percent of BRCs and CRCs trained as per plan prepared – 7 points</li> <li>• At least 75 percent of BRCs and CRCs trained as per plan prepared – 8 points</li> </ul>	
4.2	<p>Strengthened school management (School Leadership):</p> <ul style="list-style-type: none"> <li>• Leadership training plan for Head Teachers and Principals prepared and finalized by state level nodal institution for education management and training – 2 point</li> <li>• 20 to 39 percent of Head Teachers and Principals trained as per plan prepared – 3 points</li> <li>• 40 to 59 percent of Head Teachers and Principals trained as per plan prepared – 5 points</li> <li>• 60 to 74 percent of Head Teachers and Principals trained as per plan prepared – 7 points</li> <li>• At least 75 percent of Head Teachers and Principals trained as per plan prepared – 8 points</li> </ul>	0-8
4.3	<p>Partnerships initiated for improved education service delivery (2.5 points for each):</p> <ul style="list-style-type: none"> <li>• Partnerships established to pilot non-government agency and/or private service provider supported innovations under at least two project components. 2 points</li> <li>• Non-government agency and/or private service provider supported pilot innovations being implemented in at least two project components. 6 points</li> <li>• Evaluation of non-state actor partnership supported pilots completed and report submitted. 12 points</li> <li>• Draft regulatory framework developed for involvement of non-state actors in education service delivery. 14 points</li> </ul>	0-14
<b>Component 5: Vocational education and training</b>		<b>0-10</b>
5.1	<p>Career guidance program for improved transition from school to further education and careers:</p> <ul style="list-style-type: none"> <li>• Career guidance program with trade specific and educational level specific information created – 1 point</li> <li>• 20 to 39 percent of secondary school students provided with career guidance – 2 points</li> <li>• 40 to 59 percent of secondary school students provided with career guidance – 3 points</li> <li>• 60 to 74 percent of secondary school students provided with career guidance – 4 points</li> <li>• At least 75 percent of secondary school students provided with career guidance – 5 points</li> </ul>	0-5
5.2	School campus-based vocational education for out of school children:	0-5

	<ul style="list-style-type: none"> <li>• State institution designated for initiating, managing and monitoring pilot intervention – 0.5 point</li> <li>• Baseline established for number of 14 to 18-year-old OoSC and schools identified for pilot – 1 point</li> <li>• Pilot initiated in at least 50 schools – 2 points</li> <li>• Pilot initiated in at least 100 schools – 3 points</li> <li>• Pilot initiated in at least 200 schools – 4 points</li> <li>• Pilot assessed, and strategy developed for upscaling – 5 points</li> </ul>	
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#### 4. Indicative Project Team required:

S.No.	Designation	Qualification and Experience	Number
1	Team Leader	<ul style="list-style-type: none"> <li>• Post-graduate or equivalent in management/economics/ statistics/social sciences or related discipline.</li> <li>• Minimum 15 years of experience in monitoring and evaluation, of which at least 10 years“ experience in assessment and/or evaluation of development sector programs</li> <li>• Exceptional leadership skills to manage diverse stakeholders including solid knowledge of government procedures.</li> <li>• Experience of leading at least five large scale independent verification assignments involving quantitative data collection, questionnaire design and large-scale surveys.</li> </ul>	1
2	Monitoring & Evaluation Specialist	<ul style="list-style-type: none"> <li>• Post-graduate or equivalent in management/economics/ statistics/social sciences or related discipline.</li> <li>• Minimum 10 years of experience in monitoring and evaluation, out of which at least 7 years“ experience in leading evaluation/verification assignments of development sector programs.</li> <li>• Proficiency in using statistical software such as SPSS, STATA or R and, qualitative data analysis software such as NVivo, Atlasti, or MaxQda.</li> </ul>	1

S.No.	Designation	Qualification and Experience	Number
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3	Assessment Specialist	<ul style="list-style-type: none"> <li>• Post-graduate or equivalent in psychometrics</li> <li>• At least 10 years of practical experience working on large-scale assessment programs, including instrument design; sampling; implementation; data collection, input, and analysis</li> <li>• Familiarity with IRT and other test development and analysis software</li> </ul>	1
4	Statistician	<ul style="list-style-type: none"> <li>• Post-graduate or equivalent in management/economics/ statistics/social sciences or related discipline.</li> <li>• Minimum 7 years of experience in designing and conducting evaluation studies, large scale surveys and undertaking empirical research.</li> <li>• Proficiency in using statistical software such as SPSS, STATA or R and qualitative data analysis software such as NVivo, Atlasti, or</li> <li>• MaxQda.</li> <li>• Experience of working on evaluation of public sector projects.</li> </ul>	1
5	IT Specialist	<ul style="list-style-type: none"> <li>• BE/B.Tech/MCA or equivalent with minimum 7 years of experience in MIS development.</li> <li>• Strong background in monitoring large scale MIS systems in the public sector.</li> <li>• Experience of working on IT enabled solutions/MIS for development sector projects.</li> </ul>	1
6	Report Writer	<ul style="list-style-type: none"> <li>• Post-graduate or equivalent in English/journalism/mass communication/social sciences or related discipline.</li> <li>• Minimum 7 years of experience in drafting reports on public sector schemes or programs.</li> <li>• Well versed with the reporting, formatting and editing requirements of Government of India documents.</li> </ul>	1

### Non-Key Experts

S. No.	Designation	Qualification and Experience	Number
1	Field Surveyors	Post-graduate or equivalent in social work/rural management/economics/social	6



		sciences or related discipline. <ul style="list-style-type: none"> <li>• Minimum 3 years experience of conducting field-based surveys.</li> <li>• Experience in undertaking data/information collection exercises for public sector programs.</li> </ul>	
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**Note:**

- a. The agency shall carry out the assignment under the overall supervision of MOE.
- b. MOE shall provide IVA with relevant data and documents necessary to verify DLI achievements.
- c. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**5. Deliverables:**

- a. The agency shall develop an Inception report in two parts within one month of award of contract and prior to commencement of verification process.
  - i. Part1 will cover the IVA's understanding of the DLI along with the templates in which it will seek data from MOE for verification.
  - ii. Part 2 will contain a verification plan for each SIG component and indicator. The plan will include data/information sources, methodology, data/information collection plan and other aspects of the verification.
- b. The agency shall develop and submit annual verification reports for DLI in the form acceptable to MOE and World Bank.
- c. The agency shall submit an Assignment Completion Report 'containing summary of work and suggestions on strengthening the existing verification protocols for reference in the form acceptable to MOE and the World Bank.
- d. The agency shall submit all reports/data atleast in 10 hard copies to MOE
- e. The deliverables and timelines are given below:

Sr No.	Deliverables	Description	Deadline
1.	Inception report (inclusive of approved verification plan)	Refer "Reporting Requirements and Time Schedule for Deliverables"	T <sub>0</sub> + 1 month
2.	DLI Verification Report For year -1	The consultant is required to do DLI verification during 01 <sup>st</sup> April - 30 <sup>th</sup> September of each year.	DLI verification report within 3 months of receipt of data/information from MOE
3.	DLI Verification Report		

	For year-2		
4.	DLI Verification Report For year-3	Each report would cover the verification of all 6 DLIs for that particular year.	
5.	Assignment completion report	Refer “Reporting Requirements and Time Schedule for Deliverables”	Within 45 days of T <sub>0</sub> + 3 years.

## 6. Monitoring and Reporting

- a. The IVA will report to the Joint Secretary, Department of School Education and Literacy, Ministry of Education, Government of India.
- b. The IVA will generate and submit to MOE and the World Bank, DLI verification report highlighting DLI wise progress against the agreed outputs and timelines; within three months of receipt of data/information from MOE.
- c. The Consultant shall submit to the “Authority” the reports and documents specified in the Deliverables hereto, in the form, in the numbers and within the time periods set forth.

## 7. Timeframe

- a. The IVA will be hired for a period of three years initially and extendable upto a maximum of further three years on the same terms and conditions based on assessment of performance after 3 years. However, in case the IVA is not able to satisfactorily deliver against the score of work of this ToR, the contract may be terminated at an earlier date.

## 8. Indicative Conditions of Payments to the Consultant

- 1. Contract Price**
  - 1.1 The Contract price will be fixed.
  - 1.2 Any change to the Contract price specified can be made only if the Parties have agreed to the revised scope of Services pursuant and have amended in writing the Terms of Reference.
- 2. Taxes and Duties**
  - 2.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
- 3. Currency of**
  - 3.1 Any payment under this Contract shall be made in INR only.

## Payment

### 4. Mode of Billing and Payment

4.1 The total payments under this Contract shall not exceed the Contract price set forth in the final/ signed contract.

4.2 The payments under Contract shall be made in lump-sum installments against deliverables specified in the TOR. The payments will be made according to the payment schedule stated herewith.

Payment Schedule	Deliverable	Percentage of total Project Cost
1 <sup>st</sup> Payment	Submission of Inception report (inclusive of approved verification plan)	10%
2 <sup>nd</sup> Payment	Submission of DLI Verification Report for Year-1	25%
3 <sup>rd</sup> Payment	Submission of DLI Verification Report for Year-2	25%
4 <sup>th</sup> Payment	Submission of DLI Verification Report for Year-3	25%
Final Payment	Final payment would be provided after submission of assignment completion report by the consultant to MOE	15%
<b>Total</b>		100%

4.3 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

4.4 *The Final Payment*: The final payment under this Contract shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

4.5 All payments under this Contract shall be made to the accounts of the Consultant.

# FINANCIAL PROPOSAL

## 1. FORM FIN-1 SUMMARY OF COSTS

Description	Cost (INR)
<b>Cost of the Financial Proposal</b>	
Including:	
(1) <b>Remuneration of team</b>	
(2) <b>Other expenses</b>	
<b><u>Total Cost of the Financial Proposal including all applicable taxes</u></b>	

## 2. FORM FIN-2 BREAKDOWN OF REMUNERATION

This would be a Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. **This Form shall not be used as a basis for payments under Lump-Sum contracts.**

No.	Name	Position (as per TOR)	Person-month Remuneration Rate	Time Input in Person/Month	Cost (INR)
	<b>Key Experts</b>				
K-1					
K-2					
	<b>Non-Key Experts</b>				
N-1					
N-2					

				Total	

### 3. FORM FIN-3 BREAKDOWN OF OTHER EXPENSES

Information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. **This form shall not be used as a basis for payments under Lump-Sum contracts.**

OTHER EXPENSES					
N°	Type of Other Expenses	Unit	Unit Cost	Quantity	Cost (INR)
	{e.g., Per diem allowances** }				
	{e.g., Travelling cost (Monthly)}				
	{e.g., Office rent}(Monthly)				
	{Report Writing}( No. of Reports)				
<b>Total</b>					

Copyright

**All materials and documentation during the assignment will be the sole property of MOE.**

## REPORTING REQUIREMENTS

**Deliverables:**

- a. The agency shall develop an Inception report in two parts within one month of award of contract and prior to commencement of verification process.
  - i. Part1 will cover the IVA's understanding of the DLI along with the templates in which it will seek data from MOE for verification.
  - ii. Part 2 will contain a verification plan for each SIG component and indicator. The plan will include data/information sources, methodology, data/information collection plan and other aspects of the verification.
- b. The agency shall develop and submit annual verification reports for DLI in the form acceptable to MOE and World Bank.
- c. The agency shall submit an Assignment Completion Report 'containing summary of work and suggestions on strengthening the existing verification protocols for reference in the form acceptable to MOE and the World Bank.
- d. The agency shall submit all reports/data atleast in 10 hard copies to MOE
- e. The deliverables and timelines are given below:

Sr No.	Deliverables	Description	Deadline
1.	Inception report (inclusive of approved verification plan)	Refer "Reporting Requirements and Time Schedule for Deliverables"	$T_0 + 1$ month
2.	DLI Verification Report For year -1	The consultant is required to do DLI verification during 01 <sup>st</sup> April - 30 <sup>th</sup> September of each year.  Each report would cover the verification of all 6 DLIs for that particular year.	DLI verification report within 3 months of receipt of data/information from MOE
3.	DLI Verification Report For year-2		
4.	DLI Verification Report For year-3		
5.	Assignment completion report	Refer "Reporting Requirements and Time Schedule for Deliverables"	Within 45 days of $T_0 + 3$ years.

**STAFFING SCHEDULE**

*[Insert a table based on Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts/ Non Key Experts) demonstrating the qualifications and experiences of Key Experts/ non Key Experts.]*



**DUTIES OF THE “AUTHORITY”**

The Authority will provide copies of

- (i) Framework for Implementation of “STRENGTHENING TEACHING-LEARNING AND RESULTS FOR STATES” (STARS)
- (ii) Disbursement Linked Indicators (DLI)
- (iii) SIG Components and SIG Manual
- (iv) Guidelines on various components
- (v) Physical & Financial Progress Reports,
- (vi) Annual Reports and Audit Reports of Implementing Agencies, and

Authority will facilitate interaction of agency/individuals/consultants with the States/UTs as well as their visits to the selected districts and sub-district level units.

**DUTIES OF CONSULTANT**

**DELIVERABLES**

The Consultant shall submit a detailed report indicating the following:

- (i) Evaluation of the implementation of the scheme.
- (ii) Assess the achievement of desired outputs and outcomes under all the components of the scheme. Report to have details highlighting instances where both physical and financial targets could not be achieved along with reasons for such under achievement, if any, and to recommend remedial measures that may be taken by the Authority.
- (iii) Analyze and Recommend extent of improvement in various components like teachers training, learning outcomes etc. during the period of implementation of the scheme and identify the contributory factors for the same.
- (iv) Analyze the use of available data managed through UDISE, NAS, PMS, reports of monitoring institutions for project monitoring and control. Suggest ways to strengthen the existing arrangement as well as recommend any additional monitoring mechanism which could be put in place by the Department so as to ensure that the State contribute their share on time and also their actual execution.
- (v) Analyze the effectiveness of interventions already in place and to recommend further ways for improvement of quality of education with special attention to Girls, SC/ST students, other backward castes and minority students factoring in the educational qualifications of teachers and trainings provided to the teachers, headmasters/principals.
- (vi) Analyze interventions specific to various sub components of the scheme and to assess the achievement of financial and physical targets
- (vii) Evaluate the status of the systems such as procurement being followed at the field level and recommend ways of ensuring the efficient procurement of requisite/approved works/goods/services and the methodology to be used for the purpose.
- (ix) To analyze whether the administration and management structure for the implementation of the STARS at State and District Level is adequate.

(x) Recommendations on remedial measures to be taken to further strengthen the scheme in view of instances where under performance have been assessed.

**COMPONENT WISE DELIVERABLES:**

In addition to the aforesaid deliverables, the component specific deliverables as mentioned in TOR should be a part of the report.

**MANDATE FORM****ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS****A. DETAIL OF ACCOUNT HOLDER:**

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

**B. BANK ACCOUNT DETAILS :**

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	
BSR CODE OF BANK	
DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

Signature of Customer

Certified that the all the particulars furnished above are correct as per our records.

Date:

Signature of Customer

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Branch is presently not “RTGS enabled” then upon its up-gradation to “RTGS Enabled” branch. Please submit the information again in the above proforma to the Department at earliest.

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