

Department of School Education

GOVERNMENT OF UTTARAKHAND

Request for Proposal

for

Setting up of Learning Centres

in

Operation & Maintenance mode (O&M)

At 13 Districts across Uttarakhand in following 4 packages:

PackageNo.	Name of the School/ Centre	District
Package 1	R.I.C. Nainital	Nainital
	R.B.I.C. Haldwani	Nainital
	R.I.C. Almora	Almora
	R.I.C. Bageshwar	Bageshwar
Package 2	R.I.C. Pithoragarh	Pithoragarh
	R.I.C. Rudrapur Udham Singh Nagar	Udham Singh Nagar
	R.I.C. Champawat	Champawat
Package 3	R.I.C. Pauri	Pauri
	R.B.I.C. Gopeshwar Chamoli	Chamoli
	R.I.C. Gopeshwar Chamoli	Chamoli
	B.S.M.I.C. Rorkee, Haridwar	Haridwar
Package 4	Government Inter College Anjanisain, Tehri	Tehri
	Government Inter College Kirti Inter College Uttarkashi	Uttarakashi
	R.B.I.C. Rishikesh, Dehradun	Dehradun
	R.I.C. Rudraprayag	Rudraprayag

Note : The Bidders can bid for any or all the packages. The Bidders shall submit single Technical Proposals for all the Package.
The Bidders shall submit separate Financial Proposals for each Package.

Due on June 27, 2011

Department of School Education

Disclaimer

The information contained in this Request for Proposal (“RFP”) Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the Department of School Education, Government of Uttarakhand (“Government Representatives”) or any of their employees or Uttarakhand Public Private Partnership Cell, is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Bidders who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors, Uttarakhand Public Private Partnership Cell to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Contents of RFP Document

Part I	Instructions to Bidders
Part II	Draft Concession Agreement

Part I

Instructions to Bidders

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1. Bidding Procedure

A. General

1.1 Scope of Proposal

- 1.1.1 Department of School Education, Government of Uttarakhand, (hereinafter referred to as “DoSE”) invites detailed proposals (Key Submissions, Technical Proposal and Financial Proposals) from Bidders who fulfil the pre qualification criteria indicated in clause 1.24.2 for **Operation & Maintenance of Learning Centres** at 13 Districts across Uttarakhand. Bidders other than those shortlisted at EOI stage issued on 19-01-2011, who fulfil the pre qualification criteria indicated in clause 1.24.2 are eligible to submit Technical and Financial Proposal in response to this RFP Document. The Bidders can bid for any or all the packages. The Bidders shall submit separate Proposals for each Package.
- 1.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document (“Evaluation Methodology”) in order to identify the successful Bidder for the Project (“Successful Bidder”). The Successful Bidder would then have to enter into a Concession Agreement with DoSE and perform the obligations as stipulated therein, in respect of the Project.
- 1.1.3 Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the Draft Concession Agreement.
- 1.1.4 The Project is divided into 4 Packages comprising of different centres. Each Package shall be treated as an individual Project. The Bidders can bid for any or all of the following Packages :

Package	District/ Centres
Package 1 :	<ul style="list-style-type: none">• Nainital• Almora• Bageshwar
Package 2 :	<ul style="list-style-type: none">• Pithoragarh• Udham Singh Nagar• Champawat
Package 3 :	<ul style="list-style-type: none">• Pauri• Chamoli• Haridwar
Package 4 :	<ul style="list-style-type: none">• Tehri• Uttarkashi• Dehradun• Rudraprayag

1.2 Eligible Bidders

- 1.2.1 Bidders who have been shortlisted at EOI stage issued on 19-01-2011, are eligible to submit Technical and Financial Proposal in response to this RFP Document. Bidders other than those shortlisted at EOI stage, who fulfil the pre qualification criteria indicated in clause 1.24.2 are eligible to submit Technical and Financial Proposal in response to this RFP Document. Bidders shall acknowledge receipt of this RFP Document and notify their intention to bid for the Project in the format provided as Appendix 1.
- 1.2.2 Bidders shall provide such evidence of their continued eligibility to the satisfaction of DoSE, as the DoSE may reasonably request.
- 1.2.3 A Power of Attorney for signing of Proposals needs to be furnished in favour of the Authorised Signatory.
- 1.2.4 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format provided in Appendix-8.
- 1.2.5 In case the Bidder is a Consortium, it shall, in addition to forming an Special Purpose Vehicle (SPV), comply with the following additional requirements:
- a) Number of members in a consortium shall not exceed 4 (four),
 - b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
 - c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-8, signed by all the other members of the Consortium;
 - d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - e) An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;

- f) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-9 (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed.
- h) The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, *inter alia*:
 - i. Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. Clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. Commit the minimum equity stake to be held by each member;
 - iv. Commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost.
 - v. Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the paid up equity of the SPV at all times until the end of two years commercial operation of the Project.
 - vi. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.
 - vii. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt.

Bidding Agreement without the prior written consent of the DoSE.

1.3 Additional Requirements for Proposals Submitted by a Consortium

- (a) Wherever required, the Proposal shall contain the information required for each of the member of the Consortium;
- (b) The Proposal shall be signed by the duly Authorised Signatory of the Lead Member and shall be legally binding on all the members of the Consortium;
- (c) All witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

1.4 Change in Composition of the Bidder

1.4.1 Any change in composition of the Bidder after the Pre Qualification stage would be at the sole discretion of DOSE and with prior written permission of DOSE.

1.5 Number of Proposals

1.5.1 Each Bidder shall submit only one (1) Proposal for the Project in response to this RFP Document. Any entity, which submits or participates in more than one Proposal for the Project will be disqualified and will also cause the disqualification of Consortium in which it is a member.

1.6 Proposal Preparation Cost

1.6.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. DOSE will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

1.7 Contents of RFP Document

1.7.1 The RFP Document consists of 2 Parts as listed below and would include any addenda issued in accordance with Clause 1.9.

Part I	Instructions to Bidders
Part II	Draft Concession Agreement

1.8 Clarifications

1.8.1 Bidders requiring any clarification on the RFP Document may notify DOSE in writing or by facsimile within such date as specified in the Schedule of Bidding Process. Based on its sole discretion, DOSE may forward to all Bidders, copies of DOSE response, including a description of the enquiry but without identifying its source.

1.9 Amendment of RFP Document

1.9.1 At any time prior to the Proposal Due Date, DoSE may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.

1.9.2 Any Addendum thus issued will be sent in writing to all the Bidders who have received and acknowledged the RFP Document and will be binding upon them. Bidders shall promptly acknowledge receipt thereof to DOSE.

1.9.3 In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, DoSE may, at its own discretion, extend the Proposal Due Date.

B. Preparation and Submission of Proposal

1.10 Language and Currency

1.10.1 The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

1.10.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.11 Bid Security

1.11.1 Proposals would need to be accompanied by a Bid Security for an amount of Rs 50,000.00 (Rs Fifty Thousand only) for each Package, in the form of a bank draft drawn on any Scheduled Bank in favour of Director School Education, Uttarakhand or bank guarantee.

- 1.11.2 The Bid Security shall be kept valid through the Proposal Validity Period and would be required to be extended if so required by DOSE.
- 1.11.3 The Bid Security shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Draft Concession Agreement.
- 1.11.4 The Bid Security shall be forfeited in the following cases:
- (a) If the Bidder withdraws its Proposal except as provided in Clause 1.20;
 - (b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - (c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by DOSE.

1.12 Validity of Proposal

- 1.12.1 The Proposal shall indicate that it would remain valid for a period not less than nine (9) months from the Proposal Due Date (Proposal Validity Period). DoSE reserves the right to reject any Proposal that does not meet this requirement.
- 1.12.2 Prior to expiry of the original Proposal Validity Period, DoSE may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 1.11 of this document in all respects.
- 1.12.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

1.13 Project Inspection / Site Visit

- 1.13.1 The Bidder may carry out Project Inspection / Site Visit at any time at their own cost.

1.14 Bidder's Responsibility

- 1.14.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.
- 1.14.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- (a) made a complete and careful examination of requirements, and other information set forth in this RFP Document;
 - (b) received all such relevant information as it has requested from DOSE; and
 - (c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Project site
 - (ii) existing facilities and structures
 - (iii) space availability
 - (iv) water availability
 - (v) the conditions of the access roads and utilities in the vicinity of the Project Site
 - (vi) conditions affecting transportation, access, disposal, handling and storage of the materials
 - (vii) clearances obtained by DOSE for the Project; and
 - (viii) all other matters that might affect the Bidder's performance under the terms of this RFP Document.
- 1.14.3 DOSE shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.15 Pre-Proposal Meeting

- 1.15.1 To clarify and discuss issues with respect to the Project and the RFP Document, DOSE will hold Pre-Proposal meeting/s on date specified in the schedule of bidding process.
- 1.15.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Draft Concession Agreement. Bidders must formulate their responses and forward the same to DOSE at least seven (7) days prior to the meeting. DOSE may amend the RFP Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion.
- 1.15.3 Bidders may note that DOSE will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be

unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

1.15.4 DoSE will endeavour to hold the meeting as per Schedule of Bidding Process. The details of the meeting will be separately communicated to the Bidders.

1.15.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. However, subsequent to the meeting, DoSE may not respond to queries from any Bidder who has not attended the Pre-Proposal meeting.

1.15.6 All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:

ATTN. OF: The Director
ADDRESS: Director School Education
Uttarakhand Nanoorkhera,
Tapovan Road
Dehradun - 248 001
Phone 0135 - 2781440, Fax: 0135 -. 2781903

1.15.7 No interpretation, revision, or other communication from DOSE regarding this solicitation is valid unless in writing and is signed by Director, Department of School Education or its authorised representative. DoSE may choose to send to all Bidders, written copies of DoSE's responses, including a description of the enquiry but without identifying its source to all the Bidders.

1.16 Format and Signing of Proposal

1.16.1 Bidders would provide all the information as per this RFP Document and in the specified formats. DoSE reserves the right to reject any Proposal that is not in the specified formats.

1.16.2 The Proposal should be submitted in three parts:

Part 1 : Key Submissions, which would include:

- i. Covering Letter cum Project Undertaking as per Appendix 2 stating the Proposal Validity Period
- ii. Anti-Collusion Certificate as per Appendix 3
- iii. Bid Security in the form of Bank Draft for each Package separately
- iv. Power of Attorney for Lead Member of Consortium

- v. Bank Draft towards cost of RFP Document or copy of the receipt, if hard copy of RFP is purchased

Part 2 : Technical Proposal would include:

- i. Technical Capability as per format set out in Appendix 6.

Part 3 : Financial Proposal as per the format set out in Appendix 5.

- 1.16.3 The Bidder shall prepare one original of the documents comprising the Proposal as described in Clause 1.17, clearly marked "ORIGINAL". In addition, the Bidder shall make one copy of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 1.16.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 1.16.5 The Proposal and the copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

1.17 Sealing and Marking of Proposals

- 1.17.1 The Bidder shall seal the Key Submissions, Technical Proposal and the Financial Proposal in separate envelopes, duly marking the envelopes as "KEY SUBMISSIONS", "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". These envelopes shall then be sealed in an outer envelope.
- 1.17.2 The original and the copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".
- 1.17.3 Each envelope shall indicate the name and address of the Bidder
- 1.17.4 The envelopes shall clearly bear the following identification:

**"Proposal for Operation & Maintenance Learning Centres at 13
Districts across Uttarakhand"**

"To be opened by Tender Opening Committee only"

and

**“Submitted by
Name, Address and Contact Phone No. of the Bidder”**

1.17.5 The envelope shall be addressed to:

ATTN. OF: The Director
ADDRESS: Director School Education
Uttarakhand Nanoorkhera,
Tapovan Road
Dehradun - 248 001

1.17.6 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. DOSE assumes no responsibility for the misplacement or premature opening of such Proposal submitted.

1.18 Proposal Due Date

1.18.1 Proposals should be submitted before 1400 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 1.17.5 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

1.18.2 DOSE, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.9.

1.19 Late Proposals

1.19.1 Any Proposal received by DOSE after 1400 hours IST on the Proposal Due Date will be returned unopened to the Bidder.

1.20 Modification and Withdrawal of Proposals

1.20.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by DOSE before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

1.20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.17 with outer envelopes additionally marked

“MODIFICATION” or “WITHDRAWAL” and also “KEY SUBMISSIONS”, “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL” as appropriate.

1.20.3 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with Clause 1.11.4 of this document.

1.21 Tests of responsiveness

1.21.1 Prior to evaluation of Proposals, DOSE will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if

- (a) it is received by the Proposal Due Date.
- (b) it is signed, sealed, and marked as stipulated in Clause 1.17.
- (c) it contains the information and documents as requested in the RFP Document.
- (d) it contains information in formats specified in the RFP Document.
- (e) it mentions the proposal validity period as set out in Clause 1.12.
- (f) it provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by DOSE without communication with the Bidder). DOSE reserves the right to determine whether the information has been provided in reasonable detail.
- (g) there are no inconsistencies between the Proposal and the supporting documents.

1.21.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- (b) which limits in any substantial way, inconsistent with the RFP Document, DOSE’s rights or the Bidder’s obligations under the Concession Agreement, or
- (c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

1.21.3 DOSE reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by DOSE in respect of such Proposals.

1.21.4 Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected.

1.22 Confidentiality

1.22.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process. DOSE will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. DOSE will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

1.23 Clarifications

1.23.1 To assist in the process of evaluation of Proposals, DOSE may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.24 Proposal Evaluation

1.24.1 To assist in the examination, evaluation, and comparison of Proposals, DOSE may utilise the services of consultant/s or advisor/s.

1.24.2 Before opening and evaluation of the Technical Proposals, Bidders are expected to meet the following pre-qualification criteria which would be a part of the Technical Proposal. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Technical Proposal level.

Sl. No.	Criteria	Whether Met	Reference Details
1	The bidder should be an organization registered in India, and operating for the last four years	Yes / No	Certificate of Incorporation / Any other relevant document
2	The bidder should have a minimum average annual turnover of Rs. 80.00 lakhs in the last three years (FY08, FY09 and FY 10)	Yes / No	Audited Profit / Loss Statement and Balance Sheet and details as per Appendix 7
3	The bidder should have a minimum networth of Rs. 40.00 lakhs as on 31 st	Yes / No	Audited Profit / Loss Statement and Balance

	March 2010)		Sheet and details as per Appendix 7
4	The institute should have been providing continuous coaching for engineering and medical entrance exams for not less than 4 years for period ending 31.03.2011.	Yes / No	Certificate from statutory Auditor

- 1.24.3 The technical and financial capability of all the members of consortium having equity participation of more than 26% shall be considered for the purpose of evaluation.
- 1.24.4 However experience gained from development, operation and management of the same Coaching Centre by more than one member of the Consortium shall be counted as experience of only one consortium member.
- 1.24.5 The bidder shall attach signed agreement between consortium members specifying the equity participation in the project.
- 1.24.6 Evaluation of Proposals will be done in two stages.
- 1.24.7 In Stage I of Proposal Evaluation, the Key Submissions submitted by the Bidders shall be checked for responsiveness with the requirements of the RFP Document.
- 1.24.8 The evaluation of Technical Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP Document. DOSE reserves the right to reject the Proposal of a Bidder without opening the Technical Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this RFP Document.
- 1.24.9 After checking the responsiveness of the Key submission, the Technical Proposal will be opened. The minimum qualifying marks of the Technical Capability Evaluation is 75 as mentioned in Clause 4.1.2.

1.25 Evaluation of the Financial Proposal

- 1.25.1 In Stage II, the Financial Proposals of all the Bidders who pass the Stage I evaluation will be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who choose to be present shall be required to sign and record their attendance.
- 1.25.2 The Bidders shall quote the lumpsum amount payable by the Bidder to the Government for Packages applied for in addition to the upfront payment. The Proposal for the Project would be

evaluated on the basis of lumpsum amount quoted by the Bidders for each Package in the Financial Proposal, over and above the upfront payment indicated in 4.2.1

- 1.25.3 The amount payable by the Bidder to the Government for each Package shall be one time payment for the entire Concession Period.
- 1.25.4 The offers of the Bidder on the amount payable by the Bidder to the Government for each Package shall be as per the format prescribed in Appendix 5, shall be used for financial evaluation.
- 1.25.5 The bidder offering the highest amount payable to the Government for each Package shall be declared as the Successful Bidder.
- 1.25.6 In the event that two or more Bidders quote amount for any Package, DOSE may:
- (a) invite fresh Proposals from the Bidders;
OR
 - (b) declaring the bidder securing highest technical capability marks amongst the bidders securing same overall score, as preferred bidder
OR
 - (c) take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.
- 1.25.7 DOSE may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

1.26 Notifications

- 1.26.1 Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations, DOSE shall declare the Preferred Bidder as Successful Bidder.
- 1.26.2 DOSE will notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.

1.27 DOSE's Right to Accept or Reject Proposal

- 1.27.1 DOSE reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at

any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

1.27.2 DOSE reserves the right to invite revised Financial Proposals from Bidders with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

1.27.3 DOSE reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or uncovered;

OR

(b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occur after the Financial Proposals have been opened and the highest Bidder gets disqualified / rejected, then DOSE reserves the right to:

(a) either invite the next highest Bidder to match the Financial Proposal submitted by the highest Bidder;

OR

(b) take any such measure as may be deemed fit in the sole discretion of DOSE, including annulment of the bidding process.

1.28 Acknowledgement of Letter of Acceptance (LOA)

1.28.1 Within two (2) weeks from the date of issue of the LOA, the Preferred Bidder shall acknowledge the receipt of LOA.

1.29 Execution of Concession Agreement

1.29.1 The Successful Bidder shall execute the Concession Agreement within six (6) weeks of the issue of LOA or such time as indicated by DOSE.

1.29.2 DOSE will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

1.30 Performance Security

- 1.30.1 The Successful Bidder shall furnish Performance Security of Rs 5.00 Lakhs (Rs Five Lakhs only) by way of an irrevocable Bank Guarantee issued by a scheduled bank located in India in favour of DOSE for each Package, as required under the Concession Agreement.
- 1.30.2 The Performance Security shall be in the form of an irrevocable Bank Guarantee in favour of DOSE, as per the format set out in Appendix 4. The Performance Security would be valid for atleast 3 year and renewable every year during the entire project term.
- 1.30.3 The Performance guarantee shall be forfeited and en-cashed in the following cases:
- (a) If the Successful Bidder withdraws from the project midway during the project term
 - (b) If during the project term, there is any incident of gross professional negligence by the successful bidder.
 - (c) Any other act or acts of the successful bidder which renders the project un-operational and DOSE establishes sufficient reasons to forfeit the performance guarantee.
 - (d) If the bidder fails to meet the service levels as agreed.

1.31 Cost of RFP document

- 1.31.1 The <http://upppc.org>. The cost of RFP document is Rs 1,150.00 (Rs One Thousand One hundred fifty Only), inclusive of VAT. The Proposals must accompany with cost of RFP document in the form of a bank draft in favour of “The Director of School Education, Uttarakhand” of Rs 1,150.00 (Rs One Thousand One hundred fifty Only). The bidders may also obtain a hard copy of the RFP from the office of Director of School Education, Uttarakhand. The bidders purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal.
- 1.31.2 The cost of RFP document is Rs 1,150.00 (Rs One Thousand One hundred fifty Only), for 1 single Package. In case the Bidder applies for more than 1 Package, the Bidder has to pay Rs 1,150.00 (Rs One Thousand One hundred fifty Only) for each Package.

2. Schedule of Bidding Process

DOSE would endeavour to adhere to the following schedule:

Sr. No.	Activity Description	Date
1.	Last date for receiving queries	May 27, 2011
2.	Pre-Proposal meeting	May 30, 2011
3.	Proposal Due Date	June 27, 2011
4.	Opening of Technical Proposals	June 27, 2011
5.	Opening of Financial Proposals	To be informed later

3. Scope of the Project

3.1. Project Overview

3.2. With a view to provide coaching facilities for Engineering and Medical entrance exams to the students, Department of School Education (DoSE) proposes to set up 13 Learning and Training Centre.

3.3. The private partner would be allowed to use infrastructure available at existing schools for conducting coaching classes.

3.4. Mandatory Coaching Programs

The private partner will conduct atleast following 4 coaching programs throughout the Concession Period :

- a. 2 year course in engineering entrance exams for class XI students
- b. 2 year course in medical entrance exams for class XI students
- c. 1 year course in engineering entrance exams for class XII students
- d. 1 year course in medical entrance exams for class XII students

3.5. Government Students Intake

The selected Bidder will provide free coaching including study material to atleast 30 Government students per batch for all the 4 coaching programmes mentioned in para 3.4 above. Out of total 30 seats atleast 15 seats each will be reserved for girl child.

The process of selection of students for free seats will be the responsibility of the Government.

3.6. Crash Courses

In additional to the aforesaid mandatory coaching programmes the private partner may conduct short duration coaching programs like crash courses, test series etc. after school hours. The Bidder is not required to reserve minimum number of seats for Government students for Crash Courses.

Crash Courses will be short duration coaching programs and there duration shall not exceed 2 month.

3.7. Study Material

The Bidder shall provide comprehensive printed study material free of cost to the Government students which shall include the following :

- a. Comprehensive course of classroom Instruction
- b. Question Bank with keys/ solutions
- c. Ready Reference Compendium giving formulae and data for each subject
- d. Progressive Test and Full Syllabus Model Test paper in each subject

3.8. Teaching Staff

The Bidder shall deploy following minimum teaching staff at all the Centres of each Package awarded :

Faculty (Numbers)		For 1 Centre
Physics	:	2
Chemistry	:	2
Maths	:	1
Biology	:	1
Zoology	:	1
Additional	:	1
Councillor	:	2
Support	:	3

- 3.9. The private partner shall provide coaching for both Engineering as well as in Medical entrance exams.
- 3.10. The private partner shall integrate the coaching pattern with the prescribed syllabus of CBSE board examination. The selected coaching institute will be free to conduct its own qualifying written examination for need assessment study, gap analysis and selection of students (except for the students selected by the Government).
- 3.11. It is proposed that the selected developer (the “Concessionaire”) would set up the Learning Centres, as per permissible laws and subsequently operate and maintain the same for a specified period from the date of signing of the Concession Agreement and at the end of this period, hand back the facility to Department of School Education.

3.12. Project Site :

Package No.	Name of the School	District	No. of Students in Class XI	No. of Students in Class XII	No. of Rooms	Total Furniture Available
1	R.I.C. Nainital	Nainital	53	48	7	250
	R.B.I.C. Haldwani	Nainital	90	144	12	200
	R.I.C. Almora	Almora	77	115	4	200
	R.I.C. Bageshwar	Bageshwar	65	109	20	200
2	R.I.C. Pithoragarh	Pithoragarh	43	80	35	150
	R.I.C. Rudrapur Udham Singh Nagar	Udham Singh Nagar	117	120	6	250
	R.I.C. Champawat	Champawat	33	42	11	150
3	R.I.C. Pauri	Pauri	76	57	13	200
	R.B.I.C. Gopeshwar Chamoli	Chamoli	50	103	4	350
	R.I.C. Gopeshwar Chamoli	Chamoli	116	107	16	300
	B.S.M.I.C. Rorkee, Haridwar	Haridwar	670	796	12	400
4	Government Inter College Anjanisain, Tehri	Tehri	77	48	15	200
	Government Inter College Kirti Inter College Uttarkashi	Uttarakashi	117	120	6	250
	R.B.I.C. Rishikesh, Dehradun	Dehradun	44	105	14	250
	R.I.C. Rudraprayag	Rudraprayag	53	48	8	250

3.13. Operate and maintain the facility

- i. The school premises shall be made available to the Bidder for conducting coaching classes after the school hours. The Bidder shall at its own cost and expense arrange for necessary study

material, stationery, computer, projector or any other equipment required for conducting the coaching classes.

The Government shall provide class rooms alongwith existing furniture for conducting coaching classes. All other infrastructure required for conducting the coaching classes has to be arranged by the Bidder.

- ii. The Bidder shall make necessary arrangement for power back up at all the locations to ensure continuous operation of the coaching classes.

Details of School Holidays

विद्यालयों में ग्रीष्मावकाश एवं शीतावकाश निम्न प्रकार हैं-

1. 5000 फीट अथवा उससे कम ऊँचाई वाले विद्यालयों में ग्रीष्मावकाश दीर्घ अवकाश तथा 5000 फीट से अधिक ऊँचाई वाले विद्यालयों में शीतकालीन दीर्घ अवकाश होगा।

2. (A) ग्रीष्मावकाश दीर्घ अवकाश वाले विद्यालयों में अवकाश निम्नवत् है-

ग्रीष्मकाल में-	दिनांक 25 मई से 30 जून तक-	37 दिन
शीतकाल में-	दिनांक 26 दिसम्बर से 05 जनवरी तक-	11 दिन
	योग	48 दिन

(B) शीतकालीन दीर्घ अवकाश वाले विद्यालयों में अवकाश निम्नवत् है-

ग्रीष्मकाल में-	दिनांक 20 जून से 30 जून तक-	11 दिन
शीतकाल में	दिनांक 26 दिसम्बर से 31 जनवरी तक	37 दिन
	योग	48 दिन

(सी०एस० ग्याल)
निदेशक

विद्यालयी शिक्षा उत्तराखण्ड

Details of School Timings

शासनादेश संख्या-896/xxiv-2/09/25(36)/2009 दिनांक 04 नवम्बर,
2009 का संलग्नक

विद्यालयों का समय विभाजन

जूनियर हाईस्कूल/हाईस्कूल/इण्टरमीडिएट कालेज

शिक्षण अवधि-

दिन के विद्यालय- 5घण्टा 20 मिनट - 320 मिनट (40 मिनट प्रति वादन)

प्रातः के विद्यालय-4घण्टा 35 मिनट - 275 मिनट (35 मिनट प्रति वादन)

प्रार्थना सभा- 15 मिनट

मध्यान्तर- 30 मिनट (मध्याह्न भोजन सहित)

विद्यालय समय

विद्यालय समय	प्रातः कालीन विद्यालय	दिन के विद्यालय
प्रथम घण्टी	7:15	9:30
द्वितीय घण्टी	7:30-7:45 प्रार्थना सभा	9:45-10:00 प्रार्थना सभा
वादन I	7:45से 8:20	10:00 से 10:40
वादन I	8:20 से 8:55	10:40 से 11:20
वादन I	8:55 से 9:30	11:20 से 12:00
वादन IV	9:30 से 10:05	12:00 से 12:40
मध्यान्तर	10:05 से 10:35	12:40 से 1:10
वादन V	10:35 से 11:10	1:10 से 1:50
वादन VI	11:10 से 11:45	1:50 से 2:30
वादन VII	11:45 से 12:20	2:30 से 3:10
वादन VIII	12:20 से 12:50	3:10 से 3:50

जहां कम्प्यूटर कक्षा के लिए एक शून्य वादन का प्रविधान है, वहां वादन-2 से 4 तक वादन 6 से 8 में 5 मिनट प्रति वादन कम करके 30 मिनट का शून्य वादन बनाया गया है।

(सी0एस0 ग्वाल)

विदेशक

विद्यालयी शिक्षा उत्तराखण्ड

4. Evaluation Methodology

4.1 Evaluation of Technical Proposal

The Bidders shall submit one single Technical Proposal irrespective of the number of Packages applied for by the Bidder.

4.1.1 The Technical Capability Proposal for the Project would be evaluated on the following basis:

a) Previous Experience of the bidder in operating & maintaining Coaching Centres based on the average number of batches during the last four years :

S No	Description	Max Marks
1	Average Number of Engineering Coaching batches during the last four years : a) more than six (6) = 20 b) 5 = 15 c) 4 = 10 d) less than 4 = 0	20
	Average Number of Medical Coaching batches during the last four years : a) more than six (6) = 20 b) 5 = 15 c) 4 = 10 d) less than 4 = 0	20

Note :

1. The minimum number of students in a particular batch should be atleast 25. A batch size of less than 25 students would not be counted.
2. The duration of each batch to be counted should be at least four continuous months. Test series and short duration crash courses having duration of less than four months will not be counted.

b) Qualification of the teaching staff proposed to be deployed for this Project :

S No	Description	Max Marks	
1	Faculty for Medical Entrance exams coaching:	15	
	Qualification		Marks per Key Personnel
	MSc/ MBBS		3
	Phd/MD		5
2	Faculty for Engineering Entrance exams coaching:	15	
	Qualification		Marks per Key Personnel
	B.Tech/ MSc/M.Tech		3
	PHD		5

Note :

1. Person wise matrix would be prepared to arrive at average overall ratings

c) Previous Experience of the bidder in managing multiple Coaching Centres based on number centres (in last 4 years) :

S No	Description	Max Marks	
1	Number of Centres	20	
	a) more than 5		= 20
	b) 4		= 15
	c) 3		= 10
	d) less than 3		= 0

Note :

1. The Bidder would provide details of all Centres operated by Consortium Members having atleast 26% equity.

d) Previous Experience of the bidder in managing Coaching Centres based on the average of percentage of the success ratio of students qualifying in entrance exams in last 4 years:

S No	Description	Max Marks
1	<p>Average Percentage of the Success Ratio during the last four years for Medical entrance exams:</p> <p style="margin-left: 40px;">a) more than 30 % = 5 b) 30% - 16 % = 3 c) less than 15% = 0</p>	5
1	<p>Average Percentage of the Success Ratio during the last four years for Engineering entrance exams:</p> <p style="margin-left: 40px;">a) more than 30 % = 5 b) 30% - 16 % = 3 a) less than 15% = 0</p>	5

Note :

1. Success Ratio shall be calculated as under :

$$\left\{ \frac{\text{No. of students qualifying (in a given year)}}{\text{Total No. of students appearing (in a given year)}} \times 100 \right\}$$

A student qualifying one or more of the below mentioned Engineering and Medical entrance exams shall be counted once only for the purpose of calculating No. of students qualifying (in a given year).

2. Percentage Success Ratio shall be taken as average of 4 years (2006-07, 2007-08, 2008-09, 2009-10).
3. The Bidder shall provide self attested certificate on the organisations letter head mentioning the following details in the format provided below :
 - a. Total number of Students Enrolled for Engineering Exams and Medical Exams coaching batches during past 4 years (year wise).
 - b. Total number of Students Qualifying Engineering Exams and Medical Exams coaching batches during past 4 years (year wise).
4. Engineering entrance exams shall include the following :
 - a. IIT-JEE
 - b. AIEEE (rank upto 25000)
 - c. AICET
 - d. State Govt. Engineering Colleges Exams
5. Medical entrance exams shall include the following :
 - a. AIIMS
 - b. AFMC

- c. AIPMT
- d. State Govt. Medical Colleges Exam

6. DoSE may carry out independent audit for verification of all the records submitted by the Bidders.

- 4.1.2 The minimum qualifying marks of the Technical Evaluation is 75.
- 4.1.3 The Financial bids of those bidders would be opened who secure at least 75 in their Technical Capability Proposal.

4.2 Evaluation of Financial Proposals

The Bidders shall submit separate Financial Proposal for each of the Packages applied for by the Bidder.

- 4.2.1 The Successful Bidder shall pay the following amount as an upfront payment for the Project. The amount of upfront payment shall be payable by the Successful Bidder for Package/s awarded on signing of the Concession Agreement. The amount of upfront payment shall be payable by way of bank draft drawn on any schedule Bank in favour of Director of School Education, Uttarakhand. The amount of minimum upfront payment payable for each Package is as under :

Package	Upfront Payment	
	(Rupees in Figures)	(Rupees in Words)
Package 1 :	5,00,000/	Five Lakhs Only
Package 2 :	5,00,000/	Five Lakhs Only
Package 3 :	3,00,000/	Three Lakhs Only
Package 4 :	5,00,000/	Five Lakhs Only

- 4.2.2 The Bidders shall quote the lumpsum amount payable by the Bidder to the Government for Packages applied for in addition to the upfront payment. The Proposal for the Project would be evaluated on the basis of lumpsum amount quoted by the Bidders for each Package in the Financial Proposal, over and above the upfront payment indicated in 4.2.1
- 4.2.3 The amount payable by the Bidder to the Government for each Package shall be one time payment for the entire Concession Period.
- 4.2.4 The offers of the Bidder on the amount payable by the Bidder to the Government for each Package shall be as per the format prescribed in Appendix 5, shall be used for financial evaluation.

- 4.2.5 The bidder offering the highest amount payable to the Government for each Package shall be declared as the Successful Bidder.
- 4.2.6 In the event that two or more Bidders quote amount for any Package, DOSE may:
- (a) invite fresh Proposals from the Bidders;
- OR
- (b) declaring the bidder securing highest technical capability marks amongst the bidders securing same overall score, as preferred bidder
- OR
- (c) take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.
- 4.2.7 DOSE may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 4.2.8 Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations, DOSE shall declare the Preferred Bidder as Successful Bidder.
- 4.2.9 DOSE will notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.

**APPENDIX 1 : Format For Acknowledgement Of RFP Document
And Notification of Intent to Submit Proposal**

Date :

To

The Director
Director School Education
Uttarakhand Nanoorkhera,
Tapovan Road
Dehradun - 248 001

Dear Sir,

**Sub : Proposal for Build, Operation and Transfer Learning Centres at 13
Districts across Uttarakhand (the “Project”)**

The undersigned hereby acknowledges and confirms receipt of all the Parts (Part I and Part II) of the Request for Proposal (RFP) Document for the captioned project from DOSE and conveys its intention to submit a Proposal for the following Packages, under O&M (Operation & Maintenance) structure :

1. (insert name of the Packages)
2. (insert name of the Packages)
3. (insert name of the Packages)
4. (insert name of the Packages)

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the Lead Member in case of a Consortium.*
- *The acknowledgement should be sent within 2 weeks of receipt of the RFP Document*

APPENDIX 2 : Format For Covering Letter Cum Project Undertaking

To,

The Director
Director School Education
Uttarakhand Nanoorkhera,
Tapovan Road
Dehradun - 248 001

Dear Sir,

Re: Proposal for Build, Operation and Transfer Learning Centres at 13 Districts across Uttarakhand (the “Project”)

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by DOSE. We hereby submit our Proposal for the following Packages :

1.(insert name of the Package)

We are enclosing our Proposal in one (1) original plus one (1) copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Proposal is valid for a period of nine (9) months from (Proposal Due Date).

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated thisDay of, 2011.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*

APPENDIX 3 : Format for Anti-Collusion Certificate

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2011

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 4 : Proforma of Bank Guarantee

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Department of School Education, Government of Uttarakhand, represented by Director and having its office at Director School Education, Uttarakhand Nanoorkhera, Tapovan Road Dehradun - 248 001, hereinafter referred to as “DOSE”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Concession Agreement entered into between DOSE and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ (“the Concessionaire”), the Concessionaire has been granted the Concession to Operation & Maintenance Learning Centres at 13 Districts across Uttarakhand for a period of 6 years (hereinafter referred to as “the Project”).
- B. In terms of the Concession Agreement, the Concessionaire is required to furnish to DOSE, an unconditional and irrevocable bank guarantee for an amount of Rs. 50,000.00 (Rupees Fifty Thousand only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called “the Concessionaire”) of all its obligations relating to the Project and in connection with achieving the project objectives by the Concessionaire in accordance with the Concession Agreement.

3. The Guarantor shall, without demur, pay to DOSE sums not exceeding in aggregate Rs. 50,000.00 (Rupees Fifty Thousand only), within seven (7) calendar days of receipt of a written demand thereof from DOSE stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by DOSE and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, DOSE shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by DOSE or any indulgence shown by DOSE to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DOSE or any indulgence shown by DOSE, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by DOSE in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. 50,000.00 (Rupees Fifty Thousand only).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank
by the hand of Shri _____
its _____ and authorised official.

APPENDIX 5 : Format For Financial Proposal

(Note : The Bidder shall provide separate Financial Proposals for each Package)

Date :

To,

The Director
Director School Education
Uttarakhand Nanoorkhera,
Tapovan Road
Dehradun - 248 001

Re: Proposal for Build, Operation and Transfer Learning Centres at 13 Districts across Uttarakhand (the “Project”)

We are pleased to submit our Financial Proposal for Build, Operation and Transfer Learning Centres at 13 Districts across Uttarakhand (the “Project”).

Name of the Package	Lumpsum Payment payable by the Bidder to the Department of School Education	
	(Rupees in Figures)	(Rupees in Words)

We have reviewed all the terms and conditions of the Request for Proposal (RFP) Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

..... Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder and to be signed by the bidder.*
- *In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*
- *Strike out the Package whichever is not applicable.*

APPENDIX 6 : Format for Technical Capability Proposal

APPENDIX 6 A

- *To be provided on the Letterhead of the Bidder and to be signed by the Bidder*
- *To be provided by each member of the consortium having equity participation of 26% or more*
- *The Bidder should provide details of each centre on separate sheets.*

Previous Experience of the bidder in running Coaching Centres based on the number of batches during the last four years :

Sr. No.	Years	Name of the Centre :		
		Location of the Centre :		
		Engineering Exams		
		Name of the Batches	No. of Students per Batch	Duration of Batches
1.	2006-07			
2.	2007-08			
3.	2008-09			
4.	2009-10			

Sr. No.	Years	Name of the Centre :		
		Location of the Centre :		
		Medical Exams		
		Name of the Batches	No. of Students per Batch	Duration of Batches
1.	2006-07			
2.	2007-08			
3.	2008-09			
4.	2009-10			

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 6 B :

1. Details of Teaching Staff

- a) The bidder would provide detail of the proposed Teaching Staff to be deployed for each centre.
- b) The Team proposed above will be valid for at least 2 years. It is understood that there could be some changes in the team composition during the tenure of the contract. Any such changes during the contract period shall be informed to DoSE and the PPP Partner has to satisfy DoSE that the new team or team member is of the same qualification as offered in the bid.
- c) The Bidder shall provide details of Teaching Staff for all the Packages applied for as per format provided in para (d) below.
- d) **Details of Teaching Staff to be provided by the Bidder for each Package applied for :**

Name of the Package					
Name of the Centre 1:					
S No	Subject	Name of the Teaching Staff	Qualifications		
			Graduate	Post graduate	MBBS / Phd/MD/MS/ M.Tech
1.	Physics				
2.	Chemistry				
3.	Maths				
4.	Biology				
5.	Other				
Name of the Centre 2:					
S No	Subject	Name of the Teaching Staff	Qualifications		
			Graduate	Post graduate	MBBS/ Phd/MD/ MS/M.Tech
1.	Physics				
2.	Chemistry				
3.	Maths				
4.	Biology				
5.	Other				
Name of the Centre 3 :					
S No	Subject	Name of the Teaching Staff	Qualifications		
			Graduate	Post	MBBS / Phd/MD/

				graduate	MS/ M.Tech
1.	Physics				
2.	Chemistry				
3.	Maths				
4.	Biology				
5.	Other				
Name of the Centre 4 : <i>(if applicable)</i>					
S No	Subject	Name of the Teaching Staff	Qualifications		
			Graduate	Post graduate	MBBS / Phd/MD/ MS/ M.Tech
1.	Physics				
2.	Chemistry				
3.	Maths				
4.	Biology				
5.	Other				

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person



**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED
TEACHING STAFF**

Proposed Position:

Name of Bidder

Name of Staff

Profession.....

Date of Birth:

Years with Entity:

Nationality:

Membership of Professional Societies

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summaries college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

Note:

- a) Personnel are to affix his recent photograph on first page of CV.
- b) Complete address and phone number of the Personnel is to be provided.
- c) Document for proof of age is to be enclosed.
- d) Document for proof of qualification is to be enclosed.
- e) Age of the personnel shall not be more than 65 years.

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.]

Languages:

[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification by the Candidate

I, the undersigned, (Name and Address) certify that I have not left any assignment with the consultants engaged by DoSE / contracting firm (firm to be supervised now) for any continuing work of GOUK / DoSE without completing my assignment. I will be available for the entire duration of the current project . If I leave this assignment in the middle of the completion of the work, DoSE would be at liberty to debar me from taking any assignment in any of the DoSE works for an appropriate period of time to be decided by DoSE. I have no objection if my services are extended by DoSE for this work in future.

.....
Date:
(Day/Month/Year)

Certification by the firm

The undersigned on behalf of -----(name of Bidder) certify that Shri -----(name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by DoSE for the ongoing projects. We understand that if the information about leaving the past assignment is known to DoSE, DoSE would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by DoSE.

.....
Date:
(Day/Month/Year)

[Signature of staff member or authorized representative of the Bidder]

APPENDIX 6 C :

- To be provided on the Letterhead of the Bidder and to be signed by the Bidder
- To be provided by each member of the consortium having equity participation of 26% or more

Previous Experience of the bidder in operation & maintenance of multiple Coaching Centres based on the number of centres :

Sr. No.	Name of the Centre	Location	Operation Since	(Sub Centre/ Branch/ Franchisee Model)
1.				
2.				
3.				
4.				
5.				
6.				

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 6 D :

To be provided on the Letterhead of the Bidder and to be signed by the Bidder

Previous Experience of the bidder in managing similar coaching centres based on the percentage of the success ratio of the students qualifying in entrance exams in last 4 years.

1. The Bidder shall provide self attested certificate on the organisations letter head mentioning the following details in the format provided below :

Sr. No.	Particulars	Engineering Exams			
		2006-07	2007-08	2008-09	2009-10
1.	Total Nos of Students Enrolled				
2.	Total Nos of Students Qualifying any of the following exams : <ul style="list-style-type: none"> • The Indian Institute of Technology Joint Entrance Examination (IIT-JEE) • All India Engineering Entrance Examination AIEEE (rank upto 25000) • ICET - All India Common Entrance Test State Govt. • Engineering Colleges Exams 				

Sr. No.	Particulars	Medical Exams			
		2006-07	2007-08	2008-09	2009-10
1.	Total Nos of Students Enrolled				
2.	Total Nos of Students Qualifying any of the following exams : <ul style="list-style-type: none"> • All India Institute of Medical Science AIIMS • Armed Forces Medical College Exam AFMC • All India Pre-Medical / Pre-Dental Entrance Examination AIPMT • State Govt. Medical Colleges Exam 				

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 7 : Format for Financial Capability Proposal

(Equivalent in Rs. Lakhs)

Bidder	Net Worth	Annual Turnover		
	Year 1 (As on 31 st March 2009)	Year 1 (From 1 st April 2008 to 31 st March 2009)	Year 2 (From - --- to -----)	
Sole Bidder				
Lead Member of Consortium				
Other Member 1 (in case of Consortium)				
Other Member 2 (in case of Consortium)				
Other Member 3 (in case of Consortium)				
Other Member 4 (in case of Consortium)				
Total				

1. Any Sole Bidder should fill in details as per the row titled Sole Bidder and ignore the rows below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.

General Instructions:

1. Net Worth
 - For Company = (Paid-up Capital fund + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off)
 - For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners - (Revaluation reserves + Miscellaneous expenditure not written off)
2. Annual Turnover = Total revenues earned from business operation as indicated in the annual financial statement
3. The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the latest completed financial year for which the audited balance sheet is available. Year 2 shall be the year immediately preceding Year 1.
4. The Bidder shall provide the audited annual financial statements as required for this RFP Document. Failure to do so would be considered as a non-responsive bid.
5. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

APPENDIX 8 : Power of Attorney for Lead Member of Consortium

Whereas the Department of School Education, Government of Uttarakhand has invited applications from eligible bidders Learning Centres at 13 Districts across Uttarakhand (the “Project”)

Whereas,,, and.....
(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,

AND

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,
M/s. having our registered office at,
M/s. having our registered office at, and
M/s. having our registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX 9 : Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
....., 2010

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}\$

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS

- A. Department of School Education, Government of Uttarakhand, represented by Director and having its office at Director School Education, Uttarakhand Nanoorkhera, Tapovan Road Dehradun - 248 001, hereinafter referred to as “DOSE”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns has invited applications (the Applications”) by its Request for Proposal No. dated(the “RFP”) for short-listing of bidders for Operation & Maintenance of Learning Centres at 13 Districts across Uttarakhand through public private partnership.

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

- a) In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

- a) The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be the Technical Member of the Consortium;

- c) Party of the Third Part shall be the Financial Member of the Consortium;
- d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.

5. Joint and Several Liabilities

- a) The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

- a) The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
 - First Party:
 - Second Party:
 - Third Party:
 - Fourth Party:
- b) The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP
- c) The Parties undertake that each of the Parties specified in Clause 6 (b) above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- d) The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until two (2) years of the commercial operation date of the Project.
- e) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.
- f) The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it.
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

- a) This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium.
- b) However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of :

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of :

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of :

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of :

FOURTH PART by:

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:

1)

2)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarised in the jurisdiction here the Power of Attorney has been executed.

APPENDIX 10 : List of attachments with the bid

S No	Description
1.	Acknowledgement of RFP Document and Notification of Intent to Submit Proposal
2.	Covering Letter cum Project Undertaking
3.	Anti-Collusion Certificate
4.	Bid Security in the form of demand draft
5.	Performance Guarantee
6.	Financial Proposal
7.	Technical Proposal
8.	Power of Attorney for Lead Member of Consortium
9.	Joint Bidding Agreement
10.	Bank Draft towards cost of RFP document or copy of the receipt, if hard copy of RFP purchased.