

Request For Proposal
for
Rashtriya Adarsh Vidyalaya

Block No*** District *** Block ***

through
Public Private Partnership

Ministry of Human Resource Development
Government of India

TABLE OF CONTENTS

S. No.	Contents	Page No.
	Letter of Invitation	
	Disclaimer	
	Glossary	
1	Introduction	
1.1	Background	
1.2	Brief description of Bidding Process	
1.3	Schedule of Bidding Process	
2	Instructions to Bidders	
A	General	
2.1	General terms of Bidding	
2.2	Change in Ownership	
2.3	Cost of Bidding	
2.4	Site visit and verification of information	
2.5	Verification and Disqualification	
B	Documents	
2.6	Contents of the RFP	
2.7	Clarifications	
2.8	Amendment of RFP	
C	Preparation and Submission of Bids	
2.9	Format and Signing of Bid	
2.10	Sealing and Marking of Bids	
2.11	Bid Due Date	
2.12	Late Bids	
2.13	Contents of the Bid	
2.14	Modifications/ Substitution/ Withdrawal of Bids	
2.15	Rejection of Bids	

- 2.16 Validity of Bids
- 2.17 Confidentiality
- 2.18 Correspondence with the Bidder
- D Bid Security**
- 2.19 Bid Security

3 Evaluation of Bids

- 3.1 Opening of Bids
- 3.2 Tests of responsiveness
- 3.3 Evaluation criteria for Bids
- 3.4 Selection of Bidder
- 3.5 Contacts during Bid Evaluation

4 Fraud and Corrupt Practices

5 Pre-Bid Conference

6 Miscellaneous

Appendices

- I Letter comprising the Bid
- II Bank Guarantee for Bid Security
- III Power of Attorney for signing of Bid
- IV Scoring Criteria for Bidders
- V Guidelines of the Department of Disinvestment
- VI List of Bid-Specific Clauses

Request for Proposal (RFP)

**Department of School Education & Literacy
Ministry of Human Resource Development
Government of India**

LETTER OF INVITATION

Dated

To,

.....

.....

.....

Sub: RFP for Rashtriya Adarsh Vidyalaya, *** Project

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the abovesaid project (the "RFQ"), you were pre-qualified as a Bidder, and asked vide our letter dated to remit the fee for RFP document (the "RFP") within a week. We acknowledge your remittance of Rs. 5,000 (Rs. five thousand only) as the cost of procuring the RFP documents, which are enclosed.

You are requested to participate in the Bid Stage and submit your proposal (the "Bid") for the aforesaid project in accordance with the RFP.

Please note that the Department of School Education & Literacy, Ministry of Human Resource Development reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Signatory)

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.11
Bank Guarantee	As defined in Clause 2.19.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.11
Damages	As defined in Clause 2.1. 11
DBFO	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 2.19.2
Estimated Project Cost	As defined in Clause 1.1.4
Government	Government of *****
Highest Bidder	As defined in Clause 1.2.7
LOA	As defined in Clause 3.4.3
National Boards	As defined in Clause 1.1.3
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
RFQ	As defined in Clause 2.1.2
Selected Bidder	As defined in Clause 3.4.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

**Department of School Education & Literacy
Ministry of Human Resource Development
Government of India**

1. INTRODUCTION

1.1 Background¹

1.1.1 The Department of School Education & Literacy, Ministry of Human Resource Development, Government of India (the “**Authority**”) is engaged in the provision of education, especially for the under privileged families, and as part of this endeavour, the Authority has decided to undertake development, operation and management of the Rashtriya Adarsh Vidyalaya, ***² Project (the “**Project**”) based on the Scheme for setting up of 2500 Model Schools (Model School Scheme) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, and Operate (the “**DBFO**”) basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. The Department of School Education & Literacy, Ministry of Human Resource Development may, at any stage of the Project, be substituted by the Model School Organisation (MSO) to be set up by Government of India and thereupon all the rights and obligations of the Authority shall vest in the MSO. Brief particulars of the Project are as follows:

Name of the Block	Estimated Project Cost
***	(In Rs. cr.) [8] ³

1.1.2 The Selected Bidder (the “**Concessionaire**”) shall be responsible for designing, financing, construction, operation, maintenance and management of the Project under and in accordance with the provisions of a long-term concession agreement

¹ Serially numbered footnotes are for guidance of the Authority and should be omitted prior to issue of RFP. Footnotes marked in non-numerical characters shall be retained in the RFP.

² Wherever asterisk is used, it should be substituted by project-specific details prior to issue of RFP.

³ All project-specific provisions in this document have been enclosed in square parenthesis and may be modified, as necessary. The square parenthesis should be removed after carrying out the required modifications. The curly parenthesis including the provisions contained therein, and all blank spaces shall be retained in the RFP document to be issued to the Bidders. They should be suitably modified/ filled up by the respective Bidders to reflect the particulars relating to such Bidders.

(the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

- 1.1.3 The scope of work will broadly include procurement of land and construction, establishment, operation, maintenance and management of a Higher Secondary School affiliated to the Central Board for Secondary Education (CBSE) in accordance with the provisions of the Concession Agreement. In exceptional circumstances, the Authority may allow affiliation with other multi-state boards of education (the “**National Boards**”).
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”), excluding the cost of land, has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involved pre-qualification of interested parties in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Authority short-listed Applicants who are eligible for participation in this second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals for the Block specified in Clause 1.1.1.

- Government of India has issued guidelines (see Appendix-III) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the "**Bidders**") are being called upon to submit their offers (the "**Bids**") in accordance with the terms specified in this RFP. The Bids shall be evaluated in accordance with the scoring criteria specified in Appendix IV. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which will be provided to the Bidders on or near [insert the date]. The aforesaid document and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs 5 lakh (Rupees five lakh) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority., The validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days and that of the demand draft shall not be less than 90 (ninety) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6 Bids are invited for the Project on the basis of aggregate technical score of a Bidder. The Project will be awarded to the Bidder with the highest technical score. The concession period is pre-determined, as indicated in the draft Concession Agreement.
- 1.2.7 In this RFP, the term "**Highest Bidder**" shall mean the Bidder who secures the highest technical score.

- 1.2.8 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be awarded the concession in case the Highest Bidder withdraws or is not selected for any reason. However, in such an event, the Authority may, in its discretion, annul the Bidding Process.
- 1.2.9 The details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger or by e-mail to the officer designated in Clause 2.10.5 below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Rashtriya Adarsh
Vidyalaya, [Name of the Block] Project".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	[25 days from the date of RFP]
2. Pre-Bid meeting-1	[To be specified]
3. Authority response to queries latest by	[35 days from the date of RFP]
4. [Pre-Bid meeting-2] ⁴	[To be specified]
5. Bid Due Date	[To be specified]
6. Opening of Bids	On Bid Due Date [at least 45 days from the date of RFP]
7. Letter of Award (LOA)	Within 45 days of Bid Due Date
8. Validity of Bids	120 days of Bid Due Date
9. Signing of Concession Agreement	Within 30 days of award of LOA

⁴ In case of complex projects, the number of pre-bid meetings could be more than two. For repetitive projects, one Pre-bid meeting would suffice.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the “**RFQ**”) shall have the meaning assigned thereto in the RFQ.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4 The Bid should be furnished in the format at Appendix–I along with Annexes and supporting documents, and signed by the Bidder’s authorised signatory. In the event the Bidder has been pre-qualified for more than 1 (one) School and intends to submit Bids for more than 1 (one) such School, it may submit its Bid in accordance with Paragraph 25 of Appendix-1.
- 2.1.5 The Bidder shall deposit a Bid Security of Rs. 5,00,000 (Rupees five lakh) for each School applied for in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–II.
- 2.1.6 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The validity of the Demand Draft shall not be less than 90(ninety) days from the Bid due Date. Upon submission of Demand Draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. Any certificate or document in vernacular should be accompanied by an English translation, duly authenticated and certified by the Applicant as the true copy thereof.
- 2.1.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) a Bidder is an Associate of another Bidder; or
 - (ii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (iii) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, (i) with respect to a person which is a company, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such company, and (ii) with respect to a person which is not a company, the power to direct the management and policies of such person by its constituent documents or by operation of law, or the power to nominate a majority of the trustees and/or members of the governing council or has contributed more than 50% (fifty per cent) of the total resources of the trust or society during the past 3 (three) years.

2.1.12 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFQ for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of award of the Project.

2.1.13 This RFP is not transferable.

2.1.14 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15 Other Bid conditions shall include:

- (a) No Bidder shall be awarded more than 20 schools in a State and 50 schools in the country under the Scheme of Rashtriya Adarsh Vidyalaya. In the present pilot of 41 schools, no Bidder shall be awarded more than 2 (two) Schools in a State and 5 (five) Schools in the country.
- (b) In case a Bidder is the Highest Bidder for more than the ceiling specified in Sub-clause (a) above, it will be awarded those Schools where the gap between its own technical score and the score of the next Highest Bidder is greater as compared with the gap in Bids for other Schools. The remaining Schools shall be awarded to the Bidder having the next highest technical score. In the event that the gap between the Highest Bidder and the next Highest Bidder is the same for more than 2 (two) Schools in a State and 5 (five) Schools in the country, the award of Schools shall be based on the preference for locations submitted by the Bidders in accordance with Annex VI of Appendix -1.

2.2 Change in Ownership

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of an Associate whose Technical

Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.3 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, availability of students, educational levels, other schools in adjacent areas, means of transport for children and any other matter considered relevant by them.

2.4.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, construction and operation of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (f) acknowledged that it does not have a Conflict of Interest; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.4.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Verification and Disqualification

- 2.5.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.5.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the Bidder with the next highest score in accordance with Clauses 3.4.2; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.6 Contents of the RFP

2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Scoring Criteria for Bidders
- V. Guidelines of the Department of Disinvestment

2.6.2 The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger or by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8 Amendment of RFP

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

2.8.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders through email and by speed post.

2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date⁵.

C. PREPARATION AND SUBMISSION OF BIDS

2.9 Format and Signing of Bid

⁵ While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- 2.9.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.9.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.10 Sealing and Marking of Bids

- 2.10.1 The Bidder shall submit the Bid in the format specified at Appendix-I along with Annexes and supporting documents, and seal it in an envelope and mark the envelope as “BID”.
- 2.10.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:
- (a) Bid Security in the format at Appendix–II;
 - (b) Power of Attorney for signing of Bid in the format at Appendix–III; and
 - (c) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
- 2.10.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.10.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.
- 2.10.4 The three envelopes specified in Clauses 2.10.1, 2.10.2 and 2.10.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for the Rashtriya Adarsh Vidyalaya, [Name of the Block]”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

- 2.10.5 Each of the envelopes shall be addressed to:

ATTN. OF:	Mr. *****
DESIGNATION	*****

ADDRESS: *****
FAX NO: *****
E-MAIL ADDRESS *****

2.10.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.10.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11 Bid Due Date

2.11.1 Bids should be submitted before 1100 hours IST on the Bid Due Date at the address provided in Clause 2.10.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.10.5 or his authorised nominee.

2.11.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.12 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Contents of the Bid

2.13.1 The Bid shall be furnished in the format at Appendix–I along with Annexes and supporting documents.

2.13.2 Generally, the Project will be awarded to the Highest Bidder.

2.13.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.13.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.14 Modifications/ Substitution/ Withdrawal of Bids

2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.10, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.19.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the “Pay & Accounts Officer, DSEL, MHRD” and payable at Delhi (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.19.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.19.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.19.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.19.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the

period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 2.10.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
 - (a) it is received as per the format at Appendix–I along with Annexes and supporting documents;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.11.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.9 and 2.10;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.5;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.7;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation criteria for Bids

- 3.3.1 The Bids of all Bidders shall be evaluated in terms of their technical scores. The evaluation and scoring of Bidders shall be undertaken in accordance with the scoring criteria specified in Appendix-IV. The award of the Project will depend on the comparative scores of the respective Bidders who submit Bids for and in respect of the Project. Only those Bidders who achieve the minimum technical score specified in Appendix-IV will be considered for award of the Project. The Bidders shall be ranked on the basis of their respective technical scores and the Bidder with the highest technical score shall be the Highest Bidder.
- 3.3.2 The Bidders are required to undertake and submit their self-score as per formats given at Annex IV and V of Appendix-I. Bidders shall calculate their technical score in terms of the scoring criteria given at Appendix IV. The Bidders are expected to compute their scores with diligence and caution. In case ineligible/incorrect scores are computed by a Bidder, such scores shall be omitted during the evaluation process.

3.4 Selection of Bidder

- 3.4.1 Subject to the provisions of Clause 2.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who has the highest technical score shall be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.4.2 In the event that the Highest Bidder withdraws or is not selected for any reason, the Authority may invite the Bidder with the next highest technical score and award the Project to it, provided it has the minimum technical score specified in Appendix-IV. In the event that the Bidder with the next highest technical score also withdraws or is not selected for any reason, this process may be repeated with the remaining bidders who have the minimum technical score specified in Appendix-IV, in order of their ranking.
- 3.4.3 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected

with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.12 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

APPENDIX – I

Letter comprising the Bid
(Refer Clauses 2.1.4 and 2.13.1)

Dated:

[The Secretary,

*****]

Sub: Bid for Rashtriya Adarsh Vidyalaya, [Name of the Block] Project

Dear Sir,

With reference to your RFP document dated *****⁵, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, operation, maintenance and management of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject my Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

⁵ All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.1.11 and 2.1.12 of the RFP document;
 - (c) I/We do not own or manage any school/educational institution that has been disaffiliated by the authority to which it was affiliated, and the disaffiliation subsists as on the Bid Due Date;
 - (d) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
 - (e) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (f) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and we shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.15 of the RFP document.
9. I/We believe that we satisfy the eligibility criteria and meet the requirements as specified in the RFQ document.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of

- the country, I/We or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I /We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[£]
 13. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
 14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 15. I/We acknowledge and agree that in the event of a change in control of an Associate whose eligibility was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 16. I/We understand that the Selected Bidder shall set up the Project either as a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or a society registered under the Societies Registration Act, 1860 (or other applicable laws) or a not-for-profit company incorporated under Section 25 of the Companies Act, 1956.
 17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in

[£] In case the Applicant is unable to provide the certification specified in para 12, it may precede the paragraph by the words, viz. "Except as specified in Schedule **** hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are of a nature that could cast a doubt on the ability or suitability of the Applicant to undertake the Project.

- connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 19. I/We have studied all the Bidding Documents carefully. I/we understand that except to the extent as expressly set forth in the Concession Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
 20. I/We offer a Bid Security of Rs.5,00,000 (Rupees five lakh only) to the Authority in accordance with the RFP Document.
 21. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
 22. The documents accompanying the Bid, as specified in Clause 2.10.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
 22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to us or our Bid is not opened or rejected.
 23. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
 24. /We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
 25. {We have been pre-qualified for more than 1 (one) School and have submitted a complete set of Bid Documents with our Bid for School. I authorise the Authority to use the information contained in Annexes I to V of Appendix – 1, including supporting documents, accompanying my aforesaid Bid Documents for the purpose of determining my technical score for this Bid. All other documents accompanying the Bid have been submitted in accordance with Clause 2.10.2.} [£]
 26. I/We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

[£] This Paragraph may be omitted in case the Bidder has submitted Annexes I to V along with the Bid.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

ANNEX-I

Details of Existing School
(Refer to Clauses 2.1.4 and 2.13)

Item (1)	Particulars (2)
Name of the School and address	
Date of establishment	
Name of the affiliating Board	
CBSE/ ICSE/ Other Boards' registration no. with date	
Highest class being run (X/ XII)	
Location (Name of the Block, District and State)	
Whether in a Special Category State/LWE District/Tribal Block (Yes/No) (Please provide relevant reference ^{\$})	
Aided or Non-Aided School	
Average percentage marks in its highest class (X/XII) for the years:	2011-12
	2012-13
No. of annual examinations of the highest class conducted	
No. of students with recognised accomplishment at National/ State Level	
No. of teachers with recognised accomplishment at National/ State Level	
Recognised accomplishment for the school at National/ State Level	
Whether credit is being taken for the experience of an Associate (Yes/ No)	

^{\$} (Refer Para 4 of Appendix IV. In case of a LWE District, mention the name and serial number of the district as per the list in Annex I of Appendix IV)

Instructions:

1. Attach separate sheet for each existing school for which technical scores are being claimed.
2. Provide details of only those schools that are being run by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.11.
3. Attach registration certificate for each existing school from the affiliating Board indicating the validity of the current affiliation (at the time of submission of Proposal). The registration certificate of the school submitted with the Proposal will decide their category for the purpose of scoring as per the Scoring Criteria for Bidders in Appendix IV.

4. Attach certificate for each school as per format given below:

Certificate from the Competent Authority	
Based on published information authenticated by it, this is to certify that (name of the Bidder) is operating and managing (name of the school) from (date).	
I certify that (number) batches comprising students of Class X/ XII [§] have passed out from the School since ----- (year).	
I further certify that the average percentage marks for past 2-years for Class X/ XII [§] of the school was -----% (----- per cent).	
Name and Designation of Competent Authority [@] :	
Seal of the officer:	(Signature, name and designation of the authorized signatory)
Date:	

[§] Strike out whichever is not applicable.

[@] This certificate may be given by any officer of the Education Department of the Central Government or the relevant State Government, but not below the rank of a District Education Officer in case of aided schools or by an auditor with relevant evidence from the affiliating Board in case of a non-aided school.

5. In the event that credit is being taken for experience of an Associate, as defined in Clause 2.1.11, the Bidder should, in addition to a certificate in the above format, also provide a certificate in the format below:

Certificate from Auditor/ Company Secretary regarding Associate[§]	
Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/ Associate) is held, directly or indirectly, by (name of Associate/ Bidder). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.11 of the RFP.	
A brief description of the said equity held, directly or indirectly, is given below: {Describe the share-holding of the Bidder and the Associate. In the event the Associate is under common control with the Bidder, the relationship may be suitably described and similarly certified herein}	
Name of the audit firm:	
Seal of the audit firm:	(Signature, name and designation of the authorised signatory)
Date:	

[§] In the event that the Bidder exercises control over an Associate by virtue of its constituent documents or by operation of law, or in any other manner specified in Clause 2.1.11 of the RFP, this certificate may be suitably modified and copies of the constituent documents and/or relevant law may be enclosed and referred to. In case of a Trust or Society, this Certificate must be obtained from the Auditor based on the authenticated record of the relevant Board of Trust or Registrar of Societies, as the case may be.

6. Only those annual examinations of the highest class for which the results have been declared may be included.
7.
 - (a) Average percentage marks for a batch in school/educational institution shall be average of percentage marks obtained by all students, covering all subjects considered towards overall score counted by respective affiliating/accrediting boards/bodies for declaring pass/fail, irrespective of the stream, specialization, language of examination and other relevant variables.
 - (b) Calculation of average percentage marks of students shall include students who have failed in the exams. Students who did not appear for all exams may be excluded.
 - (c) Average of last two years' average percentage marks thus calculated shall be rounded to nearest whole number.
 - (d) Any pending results (compartments/re-valuations, etc.) shall be treated as final as existing on the date of Proposal submission.
 - (e) Last year shall mean the latest year for which results have been declared and communicated by the affiliating/ accrediting board/body. The last two years shall be clearly mentioned along with the average percentage.
 - (f) Grades will be converted to equivalent percentage marks based on the relevant methodology notified by the relevant affiliating/ accrediting board/body. Such methodology for conversion shall be enclosed as published or duly certified by the Authorized Signatory of the entity which has notified such methodology. In case the affiliating/ accrediting board/body declaring the results does not have such methodology for conversion of grades or CGPA to percentage, the same would be converted into percentage marks based on its mean (the mean of the interval for the respective grade in case of grades system). The concerned school/educational institution shall provide a declaration in this regard stating that the affiliating/ accrediting board/body declaring its results does not have any specified methodology for conversion of grades or CGPA to percentage and shall provide details of range of grades/CGPA and mean values of the same.
8.
 - (a) Only the accomplishments relating to excellence in scholastic and co scholastic activities shall be considered, subject to submission of a certified true copy of appropriate certificate issued by the relevant National/ State level organisation for each student/ teacher and the school/educational institution in respect of which technical scores are being claimed.
 - (b) The marks allocated for accomplishments as per the Scoring Criteria in Appendix IV shall be applicable for awards by State level organisations. For awards by National level organisations, the marks would be upscaled by 50% thereof. For the purposes of this RFP, an organisation shall be considered as a State level organisation if it is affiliated/ accredited to a board/body recognised by the State Government or which has been created under a State law. An organisation shall be considered as a National level organisation if it is affiliated /accredited to a board/body recognised by the Central Government as a national or inter-state entity or which has been created under a Central law.

(c) For students, the accomplishments submitted for consideration must belong to those who were enrolled in the school/educational institution during the time of that particular achievement. For Teachers, the accomplishments submitted for consideration must belong to those from those who are employed currently in the school/educational institution at the time of submission of the Proposal, irrespective of the timing and employer at the time of accomplishment. MHRD reserves the right to seek enrolment/employment/contract records from the Bidder, if required.

(d) The accomplishments may belong to students/teachers from any class/academic batch and any year of operation of the school/educational institution up to and including the date of submission of the proposal.

(e) Only individual accomplishments will be considered as student/ teacher accomplishments. All team accomplishments will be considered as accomplishments of the school/educational institution. Further, if only the name of the school/ educational institution appears on the certificate, then it will be considered as an accomplishment of the school/educational institution. The Bidder will certify whether the accomplishment is a team or an individual achievement.

9. The certificates attached in other languages must be accompanied by English translations, duly authenticated and certified by the Applicant. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant school in computation of the score of the Bidder.

ANNEX-II

Details of Existing Educational Institution
(Refer to Clauses 2.1.4 and 2.13)

Item (1)	Particulars (2)
Name of the Educational Institution and address	
Date of establishment	
Name of the affiliating/ accrediting organisation	
Affiliating/ accrediting organisation's registration no. with date	
Whether Central/National level or State level Institution	
Highest class being run (Under graduate/ Graduate/ Post graduate)	
Location (Name of the Block, District and State)	
Whether in a Special Category State/LWE District/Tribal Block (Yes/No) (Please provide relevant reference) ^s	
Average percentage marks in its highest class (Under graduate/ Graduate/ Post graduate) for the years:	2011-12
	2012-13
No. of annual examinations of the highest class conducted	
No. of students with recognised accomplishment at National/ State Level	
No. of teacher with recognised accomplishment at National/ State Level	
Recognised accomplishment for the educational institution at National/ State Level	
Whether credit is being taken for the experience of an Associate (Yes/ No)	

^s Refer Para 4 of Appendix IV. In case of a LWE District, mention the name and serial number of the district as per the list in Annex I of Appendix IV.

Instructions:

1. Attach separate sheet for each existing educational institution for which technical scores are being claimed.

2. Provide details of only those educational institutions that are being run by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.11.
3. Attach registration certificate for each existing educational institution from the affiliating/ accrediting organisation indicating the validity of the current affiliation/ accreditation.
4. Attach certificate for each educational institution as per format given below:

Certificate from the Competent Authority	
Based on published information authenticated by it, this is to certify that <i>(name of the Bidder)</i> is operating and managing <i>(name of the educational institution)</i> from <i>(date)</i> .	
I certify that (number) batches comprising students of Under graduate/ Graduate/ Post graduate have passed out from the educational institution since ----- (year).	
I further certify that the average percentage marks for past 2-years for Under graduate/ Graduate/ Post graduate [§] of the educational institution was -----% (----- per cent).	
Name and Designation of Competent Authority [@] : Seal of the officer:	
	(Signature, name and designation of the authorized signatory)
Date:	

[§] Strike out whichever is not applicable.

[@] This certificate may be given by the authorised signatory of the affiliating/ accrediting organisation.

5. In the event that credit is being taken for experience of an Associate, as defined in Clause 2.1.11, the Bidder should, in addition to a certificate in the above format, also provide a certificate in the format specified in paragraph 5 of the instructions in Annex-I of this Appendix-I.
6. Highest class being run must be: (a) For Post-Graduate Institutions – Master’s Degree or Post-Graduate Diploma; (b) For Graduate Institutions – Bachelors or Graduate Diploma; and (c) For Under Graduate Institutions (ITI/Polytechnic) – Under Graduate Diploma or Under Graduate Certificate which has eligibility requirement of 12th pass for admission.
7. Only those annual examinations of the highest class for which the results have been declared may be included.
8. (a) Average percentage marks for a batch in school/educational institution shall be average of percentage marks obtained by all students, covering all subjects considered towards overall score counted by respective affiliating/accrediting boards/bodies for declaring pass/fail, irrespective of the stream, specialization, language of examination and other relevant variables.

- (b) Calculation of average percentage marks of students shall include students who have failed in the exams. Students who did not appear for all exams may be excluded.
 - (c) Average of last two years' average percentage marks thus calculated shall be rounded to nearest whole number.
 - (d) Any pending results (compartments/re-valuations, etc.) shall be treated as final as existing on the date of Proposal submission.
 - (e) Last year shall mean the latest year for which results have been declared and communicated by the affiliating/ accrediting board/body. The last two years shall be clearly mentioned along with the average percentage.
 - (f) Grades will be converted to equivalent percentage marks based on the relevant methodology notified by the relevant affiliating/ accrediting board/body. Such methodology for conversion shall be enclosed as published or duly certified by the Authorized Signatory of the entity which has notified such methodology. In case the affiliating/ accrediting board/body declaring the results does not have such methodology for conversion of grades or CGPA to percentage, the same would be converted into percentage marks based on its mean (the mean of the interval for the respective grade in case of grades system). The concerned school/educational institution shall provide a declaration in this regard stating that the affiliating/ accrediting board/body declaring its results does not have any specified methodology for conversion of grades or CGPA to percentage and shall provide details of range of grades/CGPA and mean values of the same.
9. (a) Only the accomplishments relating to excellence scholastic and co scholastic activities shall be considered, subject to submission of copy of appropriate certificate issued by the relevant National/ State level organisation for each student/ teacher and the school/educational institution in respect of which technical scores are being claimed.
- (b) The marks allocated for accomplishments as per the Scoring Criteria in Appendix IV shall be applicable for awards by State level organisations. For awards by National level organisations, the marks would be upscaled by 50% thereof. For the purposes of this RFP, an organisation shall be considered as a State level organisation if it is affiliated/ accredited to a board/body recognised by the State Government or which has been created under a State law or is a private/deemed University recognised by University Grants Commission. An organisation shall be considered as a National level organisation if it is affiliated/ accredited to a board/body recognised by the Central Government as a national or inter-state entity or which has been created under a Central law.
 - (c) For students, the accomplishments submitted for consideration must belong to those who were enrolled in the school/educational institution during the time of that particular achievement. For Teachers, the accomplishments submitted for consideration must belong to those who are employed currently in the school/educational institution at the time of submission of the Proposal, irrespective of the timing and employer at the time of accomplishment. MHRD reserves the right to seek enrolment/employment/contract records from the Bidder, if required.

(d) The accomplishments may belong to students/teachers from any class/academic batch and any year of operation of the school/educational institution up to and including the date of submission of the proposal.

(e) Only individual accomplishments will be considered as student/ teacher accomplishments. All team accomplishments will be considered as accomplishments of the school/educational institution. Further, if only the name of the school/ educational institution appears on the certificate, then it will be considered as an accomplishment of the school/educational institution. The Bidder will certify whether the accomplishment is a team or an individual achievement.

10. The certificates attached in other languages must be accompanied by English translations, duly authenticated and certified as the true copy thereof. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant Educational Institution in computation of the score of the Bidder.

ANNEX-III

Net Worth of the Bidder
((Refer to Clauses 2.1.4 and 2.13))

(In Rs. crore)

Name of the Bidder/ Associate^{\$}	Net Worth (2011-12)	Net Worth (2012-13)
(1)	(2)	(3)

Name & address of Bidder's Bankers:

^{\$}The Bidder should provide details of its own Net Worth or of an Associate specified in Clause 2.1.11.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 2 (two) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by an auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall, in the case of companies incorporated under the Companies Act, 1956, mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders) and in the case of Trusts/Societies shall mean the sum of total contribution held by Trust/Society, Share Capital, Capital Grant, Total Corpus, Reserves & Surplus from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accumulated losses.
3. Information will be provided for the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to 2 (two) years preceding its latest financial year.
4. The Bidder shall also provide the name and address of the bankers to the Bidder.
5. The Bidder shall provide an Auditor's certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.

ANNEX-IV

Technical Score of the Bidder for its Educational Experience*
(Refer Clause 3.3.2)

Name of the school/ Educational Institution [@]	Technical Score					Total Technical Score
	No. of annual examinations of highest class conducted	Average percentage marks for past 2 years in its highest class	Students with recognised accomplishment at National/ State level	Teachers with recognised accomplishment at National/ State level	Recognised accomplishment for the school at National/ State level	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(i) CBSE schools						
(a)						
(b)						
(c)						
..**						
(ii) Non-CBSE schools						
(a)						
(b)						
(c)						
..**						
(iii) Educational Institutions						
(a)						
(b)						
(c)						
..**						
Aggregate Technical Score						

* Bidders shall calculate their technical score in terms of the scoring criteria given at Appendix IV.

** Add more rows, if necessary.

@ Only those schools/educational institutions may be included for which information has been provided in Annex I and II of this Appendix I.

Instructions

- For the purpose of scoring as per the Scoring Criteria for Bidders in Appendix IV, the first school/educational institution whose experience is claimed by the Bidder shall be considered as main school/educational institution. Further schools/educational institutions, if any, shall be considered as subsequent schools/educational institutions. The first school/educational institution and subsequent schools/educational institutions can be of any category or sub-category for the purpose of scoring as per

the Scoring Criteria for Bidders in Appendix IV. For the first school/educational institution of the Bidder, scores may be computed on the basis of marks specified for each of the parameters in Appendix IV. For each of the subsequent schools/institutions, scores may be computed equal to 25% of the marks specified for each of the parameters in Appendix IV. The first school/ educational institution can be of any category and the subsequent school/ educational institution could be from the same and/or different categories.

2. The marks allocated for accomplishments in Appendix IV would be applicable for awards by State level organisations. For awards by National level organisations, the marks would be upscaled by 50% thereof.
3. Under the category Educational Institutions, the marks specified for the parameters in Appendix IV are applicable for State level institutions. For Central/National level institutions, the scores may be increased by 50% of the marks specified for the parameters in Appendix IV.
4. For the schools/institutions that are located in special category states, scheduled and tribal areas and LWE districts, the scores may be increased by 25% of the marks specified for the parameters in Appendix IV.
5. If the Bidder has the requisite land in his name in the Block where the school is to be set up, copy of the relevant ownership documents may be submitted along with the Proposal. The same would be taken into account in case of a tie in the score of two Bidders. In the event of non-submission of ownership documents by a Bidder, it would be presumed that the Bidder does not possess requisite land in his name in the Block.

Note:

Bidders are expected to compute their scores with diligence and caution. In case ineligible/ incorrect scores are computed by a Bidder, such scores shall be omitted during the evaluation process.

ANNEX-V

Technical Score of the Bidder for its Net Worth*
(Refer to Clauses 3.3.2)

(In Rs. crore)

Name of the Bidder/ Associate ^{\$}	Net Worth (2011-12)	Net Worth (2012-13)	Technical Score [#]
(1)	(2)	(3)	(4)
Aggregate Technical Score			

* Bidders shall calculate their technical score in terms of the scoring criteria given at Appendix IV.

\$ The Bidder should include only those Associates for which details have been provided in Annex-III of this Appendix I.

The lower of the net worth of the two years may be taken as the basis for computation of the scores.

ANNEX-VI

Preference for location of Schools
(Refer to Clause 2.1.15 of the RFP)

In terms of Clause 2.1.15 of the RFP, our preference for award of Schools to be used in the event that the gap between the Highest Bidder and the next Highest Bidder is the same for more than 2 (two) Schools in a State and 5 (five) Schools in the country is indicated below:

Sl. No.[£]	Block No.[§]	Name of Block	Name of District	Name of State
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

[£] The serial numbers indicated in column 1 shall be treated as the order of preference for the respective Schools.

[§] The Block No. and details of the School contained in the subsequent columns shall be the same as specified at Appendix-V of the RFQ and for which the RFP has been issued to the Bidder.

APPENDIX – II
Bank Guarantee for Bid Security
(Refer Clauses 2.1.5 and 2.19.1)

B.G. No. Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a trust/society/company) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Rashtriya Adarsh Vidyalaya, [Name of the Block] on DBFO basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 5,00,000 (Rupees five lakh only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 5 ,00,000 (Rupees five lakh only).

Appendix - II

Page 2

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.5 lakh (Rupees five lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX – III

Power of Attorney for signing of Bid
(Refer Clause 2.1.7)

Know all men by these presents, We, (name of the trust/society/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Rashtriya Adarsh Vidyalaya, [Name of the Block] being developed by the Department of School Education and Literacy, Ministry of Human Resource Development, Government of India (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we 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.

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

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted
Notarised

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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 Apostille certificate.*

APPENDIX - IV

Scoring criteria for Bidders

(Refer Clause 3.3.1)

	<u>Marks</u>
A. Experience of CBSE Affiliated School	
<i>1. One School with Class XII</i>	
(a) Average percentage marks equal to 40% for past 2 years in Class XII	0
(b) Every 1% increase in percentage of marks above 40% as specified in (a) above	1
(c) Every annual examination of Class XII in addition to 2 years specified in (a) above	1
(d) Every Student with acknowledged accomplishment at National/ State level	0.25
(e) Every Teacher with acknowledged accomplishment at National/ State level	0.50
(f) Any acknowledged accomplishment for the School at National/ State level	1
<i>2. One School with Class X where at least two batches have passed out</i>	
(a) Average percentage marks equal to 60% for past 2 years in Class X of a school which did not have Class XII	0
(b) Every 1% increase in percentage of marks above 60% as specified in (a) above	1
(c) Every Student with acknowledged accomplishment at National/ State level	0.25
(d) Every Teacher with acknowledged accomplishment at National/ State level	0.50
(e) Any acknowledged accomplishment for the School at National/ State level	1
<i>3. One School with Class X where only one batch has passed out</i>	
(a) Average percentage marks equal to 60% in Class X	0

(b) Every additional 1% increase in percentage of marks above 60% as specified in (a) above	0.75
(c) Every Student with acknowledged accomplishment at National/ State level	0.25
(d) Every Teacher with acknowledged accomplishment at National/ State level	0.50
(e) Any acknowledged accomplishment for the School at National/ State level	1

B. Experience of Non-CBSE Affiliated School

1. One School with Class XII

(a) Average percentage marks equal to 40% for past 2 years in Class XII	0
(b) Every additional 1% increase in percentage of marks above 40% as specified in (a) above	0.5
(c) Every annual examination of Class XII in addition to 5 years	0.5
(d) Every Student with acknowledged accomplishment at National/ State level	0.25
(e) Every Teacher with acknowledged accomplishment at National/ State level	0.50
(f) Any acknowledged accomplishment for the School at National/ State level	1

2. One School with Class X

(a) Average percentage marks equal to 60% for past 2 years in Class X of a school which did not have Class XII	0
(b) Every additional 1% increase in percentage of marks above 60% as specified in (a) above	0.5
(c) Every Student with acknowledged accomplishment at National/ State level	0.25
(d) Every Teacher with acknowledged accomplishment at National/ State level or	0.50
(e) Any acknowledged accomplishment for the School at National/ State level	1

C. Experience of other post-secondary Educational Institutions

1. One Educational Institution (Under-graduate level, e.g., Polytechnic/ITI)

- | | |
|---|------|
| Average percentage marks equal to 60% for past 2 years in its highest class | 0 |
| (a) | |
| (b) Every additional 1% increase in percentage of marks above 60% as specified in (a) above | 1 |
| (c) Every annual examination of the highest Class in addition to 5 years | 1 |
| (d) Every Student with acknowledged accomplishment at National/ State level | 0.25 |
| (e) Every Teacher with acknowledged accomplishment at National/ State level | 0.50 |
| (f) Any acknowledged accomplishment for the Institution at National/ State level | 1 |

2. One Educational Institution (Graduate level)

- | | |
|---|------|
| Average percentage marks equal to 60% for past 2 years in its highest class | 0 |
| (a) | |
| (b) Every additional 1% increase in percentage of marks above 60% as specified in (a) above | 1.5 |
| (c) Every annual examination of the highest Class in addition to 5 years | 1 |
| (d) Every Student with acknowledged accomplishment at National/ State level | 0.25 |
| (e) Every Teacher with acknowledged accomplishment at National/ State level | 0.50 |
| (f) Any acknowledged accomplishment for the Institution at National/ State level | 1 |

3. One Educational Institution (Post-graduate level)

- | | |
|---|-----|
| Average percentage marks equal to 60% for past 2 years in its highest class | 0 |
| (a) | |
| (b) Every additional 1% increase in percentage of marks above 60% as specified in (a) above | 2.5 |

(c) Every annual examination of the highest Class in addition to 5 years	2
(d) Every Student with acknowledged accomplishment at National/ State level	0.25
(e) Every Teacher with acknowledged accomplishment at National/ State level	0.50
(f) Any acknowledged accomplishment for the Institution at National/ State level	1

4. *Subsequent Schools / Educational Institutions*

For the first school/educational institution of the Bidder in either of the categories A or B or C and their respective sub-categories, scores shall be computed on the basis of the parameters specified above. For each of the subsequent schools/ educational institutions, scores may be computed on the basis of the respective parameters specified above, however, only 25% of the marks scored shall be reckoned for the purpose of evaluation for such subsequent schools/educational institutions. The first school/ educational institution can be of any category and the subsequent school/ educational institution could be from the same and/or different categories.

D. Net worth

(a) Net-worth of Rs. 25 crore	0
(b) Additional Net-worth of every Rs. 1 crore up to Rs. 100 crore	1
(c) Additional Net-worth of every Rs. 1 crore above Rs. 100 crore	0.5
(d) Additional Net-worth of every Rs. 1 crore above Rs. 500 crore	0.25

E. Minimum Score

To qualify for award of a School, the Applicant must have a minimum score of 40 (forty).

Notes:

- (a) Average percentage marks for a batch in school/educational institution shall be average of percentage marks obtained by all students, covering all subjects considered towards overall score counted by respective affiliating/accrediting boards/bodies for declaring pass/fail, irrespective of the stream, specialization, language of examination and other relevant variables.

(b) Calculation of average percentage marks of students shall include students who have failed in the exams. Students who did not appear for all exams may be excluded.

(c) Average of last two years' average percentage marks thus calculated shall be rounded to nearest whole number.

(d) Any pending results (compartments/re-valuations, etc.) shall be treated as final as existing on the date of Proposal submission.

(e) Last year shall mean the latest year for which results have been declared and communicated by the affiliating/ accrediting board/body. The last two years shall be clearly mentioned along with the average percentage.

(f) Grades will be converted to equivalent percentage marks based on the relevant methodology notified by the relevant affiliating/ accrediting board/body. Such methodology for conversion shall be enclosed as published or duly certified by the Authorized Signatory of the entity which has notified such methodology. In case the affiliating/ accrediting board/body declaring the results does not have such methodology for conversion of grades or CGPA to percentage, the same would be converted into percentage marks based on its mean (the mean of the interval for the respective grade in case of grades system). The concerned school/educational institution shall provide a declaration in this regard stating that the affiliating/ accrediting board/body declaring its results does not have any specified methodology for conversion of grades or CGPA to percentage and shall provide details of range of grades/CGPA and mean values of the same.

2. (a) Only the accomplishments relating to excellence in scholastic and co-scholastic activities shall be considered, subject to submission of copy of appropriate certificate issued by the relevant National/ State level organisation for each student/ teacher and the school/educational institution in respect of which technical scores are being claimed.

(b) The marks allocated for accomplishments as per the Scoring Criteria in this Appendix shall be applicable for awards by State level organisations. For awards by National level organisations, the marks would be upscaled by 50% thereof. For the purposes of this RFP, an organisation shall be considered as a State level organisation if it is affiliated/ accredited to a board/body recognised by the State Government or which has been created under a State law or is a private / deemed University recognised by the University Grants Commission. An organisation shall be considered as a National level organisation if it is affiliated/ accredited to a board/body recognised by the Central Government as a national or inter-state entity or which has been created under a Central law.

(c) For students, the accomplishments submitted for consideration must belong to those who were enrolled in the school/educational institution during the time of that particular achievement. For Teachers, the accomplishments submitted for consideration must belong to those from those who are employed currently in the school/educational institution at the time of submission of the Proposal, irrespective

of the timing and employer at the time of accomplishment. MHRD reserves the right to seek enrolment/employment/contract records from the Bidder, if required.

(d) The accomplishments may belong to students/teachers from any class/academic batch and any year of operation of the school/educational institution up to and including the date of submission of the proposal.

(e) Only individual accomplishments will be considered as student/ teacher accomplishments. All team accomplishments will be considered as accomplishments of the school/educational institution. Further, if only the name of the school/ educational institution appears on the certificate, then it will be considered as an accomplishment of the school/educational institution. The Bidder will certify whether the accomplishment is a team or an individual achievement.

(f) The accomplishments that shall be acknowledged for the purpose of the Scoring Criteria in this Appendix IV should have been awarded by the bodies listed in Annex II of this Appendix IV.

3. Under Category C above, the marks allotted would be applicable for State level Institutions. For all Central/National level institutions, the marks would be upscaled by 50% thereof. For the purposes of this RFP, an educational institution shall be considered as a State level institution if it is affiliated to a University recognised by the State Government or which has been created under a State law or is private / deemed University recognised by the University Grants Commission. An educational institution shall be considered as a Central/ National level institution if it is affiliated to a University recognised by the Central Government as a national or inter-state entity or which has been created under a Central law.
4. The marks allotted would be upscaled by 25% for schools/institutions that are located in special category states, scheduled and tribal areas and LWE districts. The special category states include 11 States, namely, Arunachal Pradesh, Assam, Himachal Pradesh, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura and Uttarakhand. The State-wise list of scheduled and tribal areas, as referred to in the Fifth and the Sixth Schedule of the Constitution of India, is given at the web link <http://tribal.nic.in>. The list of LWE districts is given at Annex-I of this Appendix IV.
5. There shall be no maximum marks for any parameter or category.
6. In case of a tie in the score of two Bidders, a Bidder who has existing school/ educational institution (for which score has been sought) in that Block, failing which in that District, failing which if the Bidder has required land in his name in that Block, would be given preference over the other Bidder.
7. In case of a tie and non-applicability of the above, a Bidder in Category A shall rank higher than a Bidder in Category B; a Bidder in Category B shall rank higher than a Bidder in Category C; and so on.

8. In case of a tie in the score of two Bidders in the same category, the Bidder who scores higher in sub-category (a) of the respective category shall rank higher. In the case of a tie in all the aforesaid parameters, the successful Bidder shall be determined by a draw of lots.

ANNEX-I

LIST OF LEFT-WING EXTREMISM (LWE) DISTRICTS

S.No.	Name of the District	S.No.	Name of the District
Andhra Pradesh		43	Ramgarh
1	Adilabad	44	Ranchi (Rural)
2	East Godavari	45	Saraikela(n)
3	Karimnagar	46	Simdega(n)
4	Khammam	Madhya Pradesh	
5	Srikakulam	47	Anuppur
6	Visakhapatnam	48	Balaghat
7	Vizianagaram	49	Chhindwara
8	Warangal	50	Dindori
Bihar		51	Mandla
9	Arwal	52	Seoni
10	Aurangabad	53	Shahdol
11	Gaya	54	Sidhi
12	Jamui	55	Singrauli
13	Jehanabad	56	Umaria
14	Kaimur	Maharashtra	
15	Munger	57	Gadchiroli
16	Nawada	58	Gondiya
17	Pashchim Champaran	Orissa	
18	Rohtas	59	Balangir
19	Sitamarhi	60	Debagarh
Chhattisgarh		61	Gajapati
20	Bastar	62	Ganjam
21	Bijapur	63	Jajapur
22	Dantewada	64	Kalahandi
23	Jashpur	65	Kandhamal
24	Kanker	66	Kendujhar
25	Kawardha	67	Koraput
26	Koriya	68	Malkangiri
27	Narayanpur	69	Mayurbhanj
28	Rajnandgaon	70	Nabarangapur
29	Surguja	71	Nayagarh
Jharkhand		72	Nuapada
30	Bokaro	73	Rayagad
31	Chatra	74	Sambalpur
32	Garhwa	75	Sonapur
33	Giridih	76	Sundargarh
34	Gumla	Uttar Pradesh	
35	Hazaribagh	77	Chandauli
36	Khunti	78	Mirzapur
37	Kodarma	79	Sonbhadra
38	Latehar(n)	West Bengal	
39	Lohardaga	80	Bankura
40	Pachim Singhbhum	81	Medinipur West
41	Palamu	82	Puruliya
42	Purbi Singhbhum		

ANNEX-II

AWARDING BODIES

The accomplishments that shall be acknowledged for the purpose of the Scoring Criteria in this Appendix should have been awarded by the following bodies.

A. Central and State Governments

- Ministries or Departments or Directorates
- Autonomous bodies set up by Central/State Government

B. Education Boards

- Central Board of Secondary Education (CBSE)
- Council for Indian School Certificate Examinations (CISCE)
- National Institute of Open School (NIOS)
- State Boards of Secondary Education

C. Autonomous agencies

- National Council for Educational Research & Training (NCERT)
- State Council for Educational Research & Training (SCERT)
- University Grants Commission (UGC)
- All India Council for Technical Education (AICTE)
- Medical Council of India (MCI)
- Association of Indian Universities (AIU)
- Indian Council for Agricultural Research (ICAR)
- Bar Council of India
- National Council for Teacher Education (NCTE)
- Indian Society for Technical Education (ISTE)

D. UGC recognised Central & State Universities

APPENDIX- V

Guidelines of the Department of Disinvestment

(Refer Clause 1.21)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari) Under Secretary to the Government of India

APPENDIX- VI

LIST OF BID-SPECIFIC CLAUSES[§]

A. Clauses and appendices with non-numerical footnotes

1. Clause 2.8.3: Amendment of RFP
2. Appendix-I: Letter comprising the Bid (Para 1)
3. Appendix-I: Annex-I: Details of existing School: Certificate from Auditor/Company Secretary regarding Associate
4. Appendix-I: Annex-III: Net Worth of the Bidder
5. Appendix-I: Annex-V: Technical Score of the Bidder for its Net Worth
6. Appendix VI: List of Bid-specific clauses

B. Clauses with Curly Brackets

1. Appendix-I: Annex-I: Details of existing School: Certificate from Auditor/Company Secretary regarding Associate

C. Clauses and appendices with blank spaces

1. Appendix-I: Annex-I: Details of Existing School
2. Appendix-I: Annex-II: Details of Existing Educational Institution
2. Appendix-II: Bank Guarantee for Bid Security (Para 1 and signatures)
3. Appendix-III: Power of Attorney for signing of Bid

[§] This Appendix-VI contains a list of clauses and appendices that would need to be suitably modified for reflecting applicant-specific provisions. This Appendix-VI may, therefore, be included in the RFP document to be issued to prospective Applicants. The blank spaces in Appendices may be filled up by the Applicant and the footnotes may be deleted when it submits its proposal.

APPENDIX-VII

LIST OF PROJECT-SPECIFIC CLAUSES⁵

A. Clauses and appendices with serially numbered footnotes

1. Clause 1.1: Background (Footnote No. 1)
2. Clause 1.1.1: Background (Footnote No. 2)
3. Table below Clause 1.1.1: Background (Footnote No. 3)
4. Clause 1.3: Schedule of Bidding Process (Footnote No. 4)
5. Appendix VII: List of Project-specific clauses (Footnote No. 5)

B. Clauses and appendices with square parenthesis

1. Letter of invitation
2. Disclaimer
3. Clause 1.1.1: Background
4. Clause 1.2.10: Brief description of Bidding Process
5. Clause 1.3: Schedule of Bidding Process
6. Clause 2.10.4: Sealing and Marking of Bids
7. Appendix-I: Letter comprising the Bid (Address and Subject line)

C. Clauses and appendices with asterisk

1. Letter of Invitation: Subject line
2. Glossary: Definition of Government
3. Clause 1.1.1: Background
4. Clause 2.10.5: Sealing and Marking of Bids
5. Appendix-I: Letter comprising the Bid (Address, subject and Para 1)
6. Appendix-I: Annex-IV: Technical Score of the Bidder for its Educational Experience
7. Appendix-II: Bank Guarantee for Bid Security (Para 1, 3 and 13)

⁵ This Appendix-VII contains a list of clauses and appendices that would need to be suitably modified, prior to issue of the RFP document, for reflecting project-specific provisions. This Appendix-VII should be omitted before issuing the RFP document to prospective Applicants.