

REQUEST FOR QUALIFICATION

FOR

“GYANODAYA” PPP SCHOOLS

**IN AJMER AND UDAIPUR DIVISIONS OF
RAJASTHAN**

**DEPARTMENT OF SCHOOL AND SANSKRIT EDUCATION,
GOVERNMENT OF RAJASTHAN**

GLOSSARY

Term	Definition
Applicant(s)	As defined in Clause 1.2.1;
Application	As defined in the Disclaimer;
Application Due Date	As defined in Clause 1.1.11;
Associate	As defined in Clause 2.2.9;
Authority	As defined in the Disclaimer;
Bids	As defined in Clause 1.2.5;
Bid Due Date	As defined in Clause 1.2.5;
Bid Security	As defined in Clause 1.2.6;
Bidder(s)	As defined in Clause 1.1.4;
Bidding Documents	As defined in Clause 1.2.5;
Bidding Process	As defined in Clause 1.2.1;
Bid Stage	As defined in Clause 1.2.3;
Concessionaire	As defined in Clause 1.1.8(i);
Concession Agreement	As defined in Clause 1.1.3;
Conflict of Interest	As defined in Clause 2.2.1(c);
coercive practice	As defined in Clause 4.3(c);
Consortium	As defined in Clause 2.2.1(a);
Corpus Fund	<p>Means funds contributed by the founder(s)/founding member(s) of the unincorporated entity, and generally being funds brought at the time of establishing the unincorporated entity, and serving as seed capital. During the course of the existence of the unincorporated entity, such fund(s) can be increased but the initial amount contributed by the founders/founding members can not be reduced.</p> <p>For avoidance of doubt it is clarified that such fund(s) will be separate from the fund(s), which are grants received from contributors other than the founders/founding members of the unincorporated entity. These funds will not be available for distribution as</p>

Term	Definition
	so long as the unincorporated entity is in existence.
corrupt practice	As defined in Clause 4.3(a);
DBFMOT	As defined in Clause 1.1.1;
Eligible Experience	As defined in Clause 3.2.1;
Eligible Project(s)	As defined in Clause 3.2.1;
Estimated Project Cost	As defined in Clause 1.1.10;
Experience Score	As defined in Clause 3.2.7;
Financial Capacity	As defined in Clause 2.2.2 (B);
Fraudulent practice	As defined in Clause 4.3(b);
General Fund	<p>Means all funds except those required to be accounted for in another fund, i.e., it includes funds which neither have any restriction (legally or otherwise) on their use nor have been designated for any specific purpose. Further, the balance, if any, in the Income and Expenditure Account after appropriation, i.e. surplus/(deficit) would be transferred to this fund.</p> <p>Provided that any revaluation reserve will not be considered and the general fund shall not include income generated from an asset held in a restricted fund unless the terms of the original restriction specifically provide otherwise.</p> <p>For avoidance of doubt, it is clarified that Restricted Funds and any revaluation reserve will not be included for the purposes of General Funds, as defined above;</p>
Government	Government of Rajasthan;
Joint Bidding Agreement	As defined in Clause 2.2.6 (f);
Lead Member	As defined in Clause 2.2.6 (c);
LOA	with respect to each Project(s) means the Letter of Award as will be awarded to the Selected Bidder;

Term	Definition
Member	Member of a Consortium;
Net Worth	As defined in Clause 2.2.4(iii);
OECD	As defined in Clause 3.2.8;
Performance Security	Means the security to be provided by the Selected Bidder in accordance with the terms of the Concession Agreement;
Public Private Partnership or PPP	<p>means an arrangement -</p> <ol style="list-style-type: none"> 1. between a government or statutory entity or government owned entity on one side and a private sector entity on the other; 2. for the provision of public infrastructure assets and/or services for public benefit; 3. through investments being made by and/or management undertaken by the private sector entity for a specified time period; 4. where there is a substantial risk sharing between the government and the private sector with pre-determined performance standards; and 5. the private sector receives performance linked payments or rewards; <p>For the avoidance of doubt, it is expressly clarified that the arrangements noted in the exclusionary list below, shall not be considered PPP's -</p> <ol style="list-style-type: none"> 1. EPC Contracts; and 2. PWD Contracts;
Project(s)	As defined in Clause 1.1.2;
Qualification	As defined in Clause 1.2.1;
Qualification Stage	As defined in Clause 1.2.1;
Re. or Rs. or INR	Indian Rupee, the lawful currency of India;
RFP or Request for Proposals	As defined in Clause 1.2.3;

Term	Definition
RFQ	As defined in the Disclaimer;
restrictive practice	As defined in Clause 4.3(e);
Restricted Funds	<p>Means funds that can only be used for particular purposes as permitted by the unincorporated entity, and in accordance with the charter documents of such an unincorporated entity.</p> <p>For avoidance of doubt, it is clarified that restrictions arise when specified by the donor or under a law or as stated in the charter documents of the unincorporated entity or otherwise as determined by the unincorporated entity.</p>
Selected Bidder	Means the Bidder(s) to whom the Project(s) will be awarded pursuant to the Bidding Process in accordance with the terms hereof and Bidding Documents.
Senior Secondary School(s)	As defined in Clause 1.1.1;
Subject Person	As defined in Clause 2.2.1(c)(i)(AA);
Supplementary Activities	<p>Shall mean any revenue generating activity as may be undertaken by the Concessionaire subject to the terms and conditions contained in the Concession Agreement and such activity may generate revenue on a continuous basis such as English language training classes, computer classes, vocational training, painting classes, mobile repairing classes, stitching classes, training in accountancy software, running an internet kiosk, developing a village information centre and any other activity analogous to the foregoing.</p> <p>Provided that such activities will be in accordance with applicable law and do not adversely affect the implementation and/or operation of the Senior Secondary School.</p> <p>For avoidance of doubt, it is clarified that any other revenue generating activity may be undertaken by the Concessionaire with the prior written approval of the Authority;</p>

Term	Definition
Technical Capacity	As defined in Clause 2.2.2 (A);
Threshold Technical Capability	As defined in Clause 2.2.2 (A);
undesirable practice	As defined in Clause 4.3(d);
Voucher Seats	As defined in Clause 1.1.7(i).

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed to them herein.

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DISCLAIMER

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Department of School and Sanskrit Education, Government of Rajasthan (the “**Authority**”) or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Projects and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

**DEPARTMENT OF SCHOOL AND SANSKRIT EDUCATION, GOVERNMENT OF
RAJASTHAN**

1. INTRODUCTION

1.1 Background

1.1.1 The Authority is engaged in the provision of school education in Rajasthan and as part of this endeavour, has decided to undertake the establishment, management and operation of 50 (fifty) senior secondary schools (imparting education from classes VI to XII) (“**Senior Secondary Schools**”) through Public-Private-Partnership on design, build, finance, manage, operate and transfer (“**DBFMOT**”) basis. The Authority has decided to commence the Bidding Process for selection of private participant(s) as bidder(s) to whom the right to develop such Senior Secondary Schools may be awarded.

1.1.2 The 50 (fifty) Senior Secondary Schools are divided into groups of 5 (five) schools located within 1 (one) District. Five schools within a District constitute 1 (one) project (“**Project**”). Accordingly, this RFQ relates to the pre-qualification for 10 (ten) Project(s). The 10 (ten) Project(s), which are located within the Divisions of Ajmer and Udaipur in Rajasthan, are as follows –

S. NO	Project/District	Village(s)
1.	Ajmer	i. Udaipurkhurd, ii. Bithur, iii. Sarmaliya, iv. Shergarh, and v. Jawla
2.	Bhilwara	i. Iras, ii. Raida (Rampuriya), iii. Reeth, iv. Bhojpur, and v. Taswariya
3.	Nagaur	i. Indali, ii. Sinod, iii. Bhadana, iv. Bichawa, and v. Ratanga
4.	Tonk	i. To be identified, ii. Lambakala, iii. Mahapura (Turkiya), iv. Jawali, and v. To be identified.
5.	Banswara	i. Pandla, ii. Monadungar, iii. Bijoli Badi, iv. Mhoodiya Vaja, and v. Navagoan
6.	Chittaurgarh	i. To be identified, ii. To be identified,

		iii. To be identified, iv. To be identified, and v. To be identified.
7.	Dungarpur	i. To be identified, ii. To be identified, iii. Mandwakhaparda, iv. Wadapal, and v. To be identified.
8.	Pratapgarh	i. To be identified, ii. To be identified, iii. Chakunda, iv. To be identified, and v. To be identified.
9.	Rajasamand	i. Togi, ii. Jhallo ki Madaar, iii. Bikawas, iv. Piplidodiyar, and v. Bhava
10.	Udaipur	i. To be identified, ii. To be identified, iii. To be identified, iv. To be identified, and v. To be identified.

1.1.3 Such Senior Secondary Schools will be affiliated to the Board of Secondary Education, Rajasthan, or the Central Board of Secondary Education. Following the establishment of the Senior Secondary Schools by the private sector participant, the private sector participant will be obliged to manage and operate the Senior Secondary Schools for a period of 30 (thirty) years and will have the right to undertake Supplementary Activities within the premises of such Senior Secondary Schools on terms and conditions as contained in the concession agreement (the “**Concession Agreement**”).

1.1.4 The Authority intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible to participate in the Bid Stage for awarding the Project(s) through an open competitive bidding process in accordance with the procedure set out herein and in the RFP. Each Applicant to this RFQ, if shortlisted, will be entitled to be awarded up to a maximum of 5 (five) Project(s). Bidders will be awarded Project(s) equivalent to the cumulative financial capacity¹, if designated as the Selected Bidder by the Authority.

1.1.5 The Selected Bidders will bear the cost of developing the Project(s) and the responsibility to affiliate each Senior Secondary School in the Project(s) with either the Board of Secondary Education, Rajasthan, or the Central Board of Secondary Education.

¹ Cumulative Financial Capacity which a Bidder has to satisfy for being awarded a Project is as follows: For 1 Project, Cumulative Financial Capacity is equivalent to Financial Capacity as defined in Clause 2.2.2(B); For 2 Projects – INR 6.30 crore; For 3 Projects – INR 9.45 crore; For 4 Projects – INR 12.60 crore; For 5 Projects – INR 15.75 crore.

1.1.6 For each Senior Secondary School, the Authority will provide capital assistance at the rate of Rs. 500/- (Rupees five hundred) per square foot of constructed area subject to maximum of Rs. 50,00,000/- (Rupees fifty lakh). Furthermore, each Senior Secondary School will be provided land as set out in **Appendix VI**.

1.1.7 The Concessionaire will be required to -

- (i) allocate in a non-discriminatory manner at least 40% (forty percent) of the student capacity in each class of each Senior Secondary School and 50% (fifty percent) of the total student capacity available in the Project(s) for students using education vouchers (“**Voucher Seats**”)²; and
- (ii) adhere to certain performance standards (which will be reflected in the Concession Agreement) in relation to the provision of education and student performance.

In addition to the above, the Concessionaire is required to comply with standards and other obligations as prescribed by the education board to which the Senior Secondary School would be affiliated.

1.1.8 In case of an –

- (i) Affiliation with the Central Board of Secondary Education, the Selected Bidder will incorporate a Company in accordance with Section 25 of the Companies Act, 1956 (“**Concessionaire**”). The Concessionaire will implement the Project(s) in accordance with the Concession Agreement.
- (ii) Affiliation with the Board of Secondary Education, Rajasthan, the Selected Bidder will incorporate a Company in accordance with Section 25 of the Companies Act, 1956. Such Section 25 Company will then be required to establish a not-for-profit vehicle in accordance with the requirements of the applicable law and in particular as applicable to the State of Rajasthan. The Section 25 Company together with the not-for-profit vehicle will implement the Project(s) in accordance with the Concession Agreement. The Section 25 Company together with the not-for-profit vehicle is referred to as the “**Concessionaire**”.

1.1.9 The Concessionaire shall design, build, finance, manage, operate and transfer the Senior Secondary School(s) in accordance with the provisions contained in the Concession Agreement to be entered into between the Concessionaire and the Authority in the form to be provided by the Authority as part of the Bidding Documents at the Bid Stage. The term of the concession will be 30 (thirty) years.

1.1.10 The indicative capital cost of each Project is Rs. 12.50 crore (Rupees twelve crore and fifty lakh) (“**Estimated Project Cost**”) and the Estimated Project Cost may be revised in the Bidding Documents for each of the Project(s). The assessment of the actual costs, however, will have to be made by the Bidders and the Authority bears no

² **Note:** As per the Gyanodaya Scheme of the Government of Rajasthan education vouchers are available for payment of fees against Voucher Seats at the rate of Rs. 7200 (Rupees seven thousand two hundred) for classes IX to XII and Rs. 4000 (Rupees four thousand) per student for classes VI to VIII. The fees of Rs. 7200 (Rupees seven thousand two hundred) and Rs. 4000 (Rupees four thousand) are for the first year of operations and such fees will be inflation adjusted annually during the concession period. Such terms will be set out in the Concession Agreement.

responsibility in this respect.

1.1.11 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application 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 Bidders for award of the Project(s). The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicants**”, which expression shall, unless repugnant to the context, include the Member of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority a sum of Rs. 10,000/- (Rupees ten thousand) *per Project for which pre-qualification is sought*, as the cost of the RFQ process. The Government of India has issued guidelines (see **Appendix V**) for qualification of the 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. Applicant 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 Each Project will be treated as a separate procurement. Each Applicant is entitled to apply to be pre-qualified for all 10 (ten) Project(s). The Project(s) for which the Applicant seeks pre-qualification should be clearly indicated in its Application. Whilst an Applicant may be shortlisted for all 10 (ten) Project(s), such Applicant, if shortlisted, will be entitled to be awarded up to a maximum of 5 (five) Projects. Bidders will be awarded Project(s) equivalent to the cumulative Financial Capacity, if designated as the Selected Bidder by the Authority.

1.2.3 At the end of this Qualification Stage, the Authority expects to announce a short-list of up to 6 (six) suitable pre-qualified Applicants for each Project(s) who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”). Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Appendix I**.

1.2.4 In the Qualification Stage, Applicants would be required to furnish the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project(s). The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project(s). The Applicants are, therefore, advised to visit the sites and familiarize themselves with the Project(s). The details of the population, literacy level and other such relevant detail are attached to this RFQ at **Appendix VIII**.

1.2.5 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “**Bids**”) in respect of the Project(s), in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The

Bidding Documents will be provided to every Bidder on payment of the amount specified in the RFP. The Bid will be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).

- 1.2.6 It is likely that in terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent Rs. 25,00,000/- (Rupees twenty five lakh) for each Project for which it intends to Bid (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the selected preferred Bidder whose Bid Security shall be retained till it has provided a Performance Security. 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 and in such event, the validity period of the demand draft or bank guarantee, 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 from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.7 Generally, the Bidder seeking lowest financial grant shall be the Selected Bidder (“**Selected Bidder**”).³ In accordance with the provisions of the Bidding Documents, the remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Bidder requesting the lowest financial grant in case such Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the lowest financial grant Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.8 During the Bid Stage, Bidders are invited to examine the Project(s) 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 and implementation of the Project(s). The land related details are attached as **Appendix VI**.
- 1.2.9 As part of the Bidding Documents at the RFP stage, the Authority will provide a draft Concession Agreement and other information pertaining/ relevant to the Project(s) available with the Authority.
- 1.2.10 The Concessionaire shall be entitled to levy and charge a user fee from users of the Project(s). The fees for users who have been allocated a Voucher Seat shall be in accordance with the pre-determined user charge as described in Clause 1.1.7(i).
- 1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title -

“Queries/ Request for Additional Information: RFQ for “Gyanodaya” PPP Schools in the Divisions of Ajmer and Udaipur in Rajasthan”

³ The Authority has proposed eligibility for viability gap funding under the Scheme for Support of Public-Private Partnerships in Infrastructure (Viability Gap Funding Scheme) of the Government of India for the Project(s). The proposal for eligibility is currently pending with the Government of India.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule –

Event Description	Date
Qualification Stage	
1. Last date for receiving queries	May 10, 2010
2. Pre-Application Conference	May 17, 2010
3. Authority response to queries latest by	May 24, 2010
4. Application Due Date	May 31, 2010
5. Announcement of short-list	June 16, 2010
Bid Stage	
Estimated Date	
1. Sale of Bid Documents	To be specified in due course
2. Last date for receiving queries	To be specified in due course
3. Pre-Bid meeting	To be specified in due course
4. Authority response to queries latest by	To be specified in due course
5. Bid Due Date(s)	To be specified in due course
6. Opening of Bids	To be specified in due course
7. Letter of Award (LOA)	Within 30 days of Bid Due Date
8. Validity of Bids	120 (one hundred and twenty) days of Bid Due Date
9. Signing of Concession Agreement	Within 30 days of award of LOA

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 The Authority wishes to receive Applications for Qualification in order to shortlist experienced and capable Applicants for the Bidding Stage.

2.1.2 Short-listed Applicants may be subsequently invited to submit a Bid(s) for the Project(s).

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply -

- (a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement one or more Project(s). However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- (b) An Applicant may be a natural person, private entity (including a non-governmental organization), and may also be in the form of a trust, society, company or other legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if -
 - (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the case may be, is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows -
 - (AA) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (BB) subject always to sub-clause (AA) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such Person in the Subject Person shall be

undertaken on a proportionate basis; provided, however, no such shareholding shall be reckoned under this sub-clause (BB) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
 - (iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate or has provided any such subsidy grant, concessional loan or subordinated debt to any other Applicant its Member or any Associate thereof; or
 - (iv) such Applicant has the same legal representative for the purposes of this Application as any other Applicant with respect to the Project(s); or
 - (v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
 - (vi) such Applicant 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(s).
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project(s) is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project(s). For avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of a Project(s).

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility -

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have -
 - (i) owned and managed Eligible Project(s) in Categories 1 and/ or 3 as specified in Clause 3.2.1; and/or
 - (ii) paid for development of Eligible Project(s) in Category 2 as specified

in Clause 3.2.1; and/or

(iii) collected and appropriated revenues from Eligible Project(s) in Category 2 as specified in Clause 3.2.1; and/or

(iv) managed Eligible Project(s) in Category 4 as specified in Clause 3.2.1;

such that the sum total of the above is more than Rs.25,00,00,000/- (Rupees twenty five crore) (the “**Threshold Technical Capability**”).

For the purpose of an Application hereunder, Applicant having managed Eligible Project(s) in Categories 1, 3 and/ or 4 shall mean an Applicant having collected tuition fee from students. For the avoidance of doubt, it is elaborated that tuition fee collected from students, during each financial year in respect of each Eligible Project(s), shall be taken into consideration for computation of the Threshold Technical Capability.

Provided at least 25% (twenty five percent) of the Threshold Technical Capability shall be from Eligible Project(s) in Category 1 and Category 3 as specified in Clause 3.2.1.

(B) **Financial Capacity:** The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 3,15,00,000/- (Rupees three crore fifteen lakh) as at the close of the preceding financial year, for each Project that the Applicant is awarded.

In case of a Consortium, the combined Technical Capability and Net Worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the Concessionaire, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project(s), hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire; and (ii) 5% (five percent) of the Total Project Cost as specified in the Concession Agreement.

2.2.3 **Management Experience:** Without prejudice to the other provisions of this RFQ, the Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire for a period of 5 (five) years from the date of commercial operation of the Project(s), and has either by itself or through its Associate, experience of 5 (five) years or more in management of Category 1 or Category 3 projects specified in Clause 3.2.1 and such Category 1 or Category 3 Projects having a student strength of at least 500 (five hundred) students. In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates.

2.2.4 The Applicants shall enclose along with its application, to be submitted as per the format at **Appendix I**, complete with its Annexes, the following –

(i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments received for management of or payments made for development of and revenues appropriated from, as the case may be, during the past 5 (five)

years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client;

- (ii) Self certification(s) by an Applicant on a non-judicial stamp paper of appropriate value and being– (a) notarized by a public notary, and (b) countersigned by the statutory auditor or an auditor (*in case of the Applicant being a natural person*). Such certificate should certify that the Eligible Project is owned by the Applicant, and in support thereof, submit a certified true copy of the relevant document(s), such as title deed, or lease deed, or any other relevant document as specified by the Authority, demonstrating that the Eligible Project is owned by the Applicant;
- (iii) Certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4(iii). For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which, shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

Provided that in cases where the legal structure of the Applicant does not enable Net Worth to be determined in accordance with definition as set out above, then instead of Net Worth, a proxy of Net Worth being represented by Corpus Fund plus General Fund will be used.

Net Worth = Corpus Fund + General Fund

2.2.5 The Applicant should submit a Power of Attorney as per the format at **Appendix II**, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Appendix III**.

2.2.6 In case of –

- (i) Affiliation with the Central Board of Secondary Education, the Selected Bidder will incorporate a Company in accordance with Section 25 of the Companies Act, 1956 (“**Concessionaire**”). The Concessionaire will implement the Project(s) in accordance with the Concession Agreement.
- (ii) Affiliation with the Board of Secondary Education, Rajasthan, the Selected Bidder will incorporate a Company in accordance with Section 25 of the Companies Act, 1956. Such Section 25 Company will then be required to establish a not-for-profit vehicle in accordance with the requirements of applicable law and in particular as applicable to the State of Rajasthan. The Section 25 Company together with the not-for-profit vehicle will implement the Project(s) in accordance with the Concession Agreement. The Section 25 Company together with the not-for-profit vehicle will be referred to as the “**Concessionaire**”.

In case the Applicant is a Consortium, in addition to incorporating a Section 25 Company, it shall comply with the following requirements -

- (a) Number of Members in a Consortium shall not exceed 6 (six), but information sought in the Application may be restricted to 4 (four) Members in the order of their equity contribution;
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each Member of the Consortium;
- (c) Members of the Consortium will nominate one Member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the Concessionaire. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix III**, signed by all the other members of the Consortium;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and management obligations;
- (e) an individual Applicant cannot at the same time be Member of a Consortium applying for pre-qualification. Further, a Member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement substantially in the form specified at **Appendix IV** (the “**Joint Bidding Agreement**”) for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, *inter alia* -
 - (i) convey the intent to form a suitable vehicle for implementing the Project, in accordance with the Bidding Documents, with shareholding/ ownership equity commitment(s) in accordance with this RFQ, and such suitable vehicle will enter into the Concession Agreement and subsequently perform or cause to be performed (as the case may be), all the obligations as Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project(s) is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each Member, if any at each stage;
 - (iii) commit the minimum equity stake to be held by each Member;
 - (iv) commit that each of the Members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the Concessionaire and shall further commit that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project(s), hold equity share capital not less than: (A) 26% (twenty six percent) of the subscribed and paid up equity share capital of the

Concessionaire; and (B) 5% (five percent) of the Total Project Cost as specified in the Concession Agreement;

(v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the Concessionaire at all times until the second anniversary of the commercial operation date of the Project(s); and

(vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project(s) until the financial close of the Project(s) is achieved in accordance with the Concession Agreement;

(g) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled or managed by them, from participating in any project (whether on a PPP basis or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as Member of a Consortium.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, 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 against the Applicant or Consortium Member or Associate, as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Net Worth of the Applicant/Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For the purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls or is controlled by, or is under the common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “**control**”, with respect to a person which is a company or corporation, means the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.

2.2.10 The following conditions shall be adhered to while submitting an Application -

(a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate

named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;

- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 While Qualification is open to persons from any country, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The Applicant shall promptly inform the Authority of any change in the shareholding, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where -

- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the prequalification and short-listing criteria for Applicants; and
- (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project(s).

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c)(i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 **Number of Applications and costs thereof**

2.4.1 No Applicant shall submit more than one Application for the Project(s). An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a Member of any Consortium, as the case may be.

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

2.5 **Site visit and verification of information**

Applicants are encouraged to submit their respective Applications after visiting the Project site(s) and ascertaining for themselves the site conditions, demand assessment for each Senior Secondary School, 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, and any other matter considered relevant by them. The land related details are annexed as **Appendix VI**.

2.6 **Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the Application, the Applicant has -

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in accordance with the terms hereof.

2.6.2 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 the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 **Right to accept or reject any or all Applications/ Bids**

2.7.1 Notwithstanding anything contained elsewhere in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ 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 Applications or the Bids, it may, in its discretion, invite all eligible Applicants or Bidders, as the case may be, to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if -

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/ Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occurs, then the Authority reserves the right to -

- (i) invite the remaining Bidders to match the bid of Selected Bidder in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after the execution of Concession Agreement and during the period of subsistence of concession thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant 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 Applicant/ Concessionaire 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 RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ, or at any time during the Bidding Process. Any such verification or lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities herein nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Application Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines for the Department of Disinvestment
- VI. Details of Land
- VII. Letter relating to Eligible Projects
- VIII. Project relevant details

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. 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.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 **Amendment of RFQ**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

C. **PREPARATION AND SUBMISSION OF APPLICATION**

2.11 **Language**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, will not be considered at any stage during the Bidding Process. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 **Format and signing of Application**

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the requisite formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.12.2 The Applicant shall prepare 1 (one) original set of the documents comprising of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked “**ORIGINAL**”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked “**COPY**”. The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail for all purposes and intents.
- 2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.13 **Sealing and Marking of Applications**

- 2.13.1 The Applicant shall submit the Application in the format specified at **Appendix I**, together with the documents specified in Clause 2.13.2, and seal it in an envelope and

mark the envelope as “**APPLICATION**”. The Applicant shall seal the original and each copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain -

- (i) Application in the prescribed format (**Appendix I**) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at **Appendix II**;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix III**;
- (iv) copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix IV**;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, if a partnership then a copy of its partnership deed, if a trust or society then a copy of the trust deed or charter documents, as the case may be;
- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and
- (vii) a list of the Project(s) for which the Applicant seeks pre-qualification; and
- (vii) any other document or Project specific information or requirement that may be specified by the Authority, from time to time.

Each of the envelopes shall clearly bear the following identification -

“Application for Qualification: “Gyanodaya PPP Schools in the Divisions of Ajmer and Udaipur in Rajasthan” and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to -

ATTN. OF:	Mr. Subhash Vijay
DESIGNATION:	Deputy Director
ADDRESS:	Department of School and Sanskrit Education, Government of Rajasthan Room No. 1216, Secretariat, C-Scheme, Jaipur, Rajasthan
FAX NO.:	+91-141-2227570
E-MAIL ADDRESS:	ddsgr1.edu@rajasthan.gov.in

2.13.4 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 Application submitted and consequent losses, if any, suffered by the Applicant.

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

2.14 **Application Due Date**

2.14.1 Applications should be submitted before 1100 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 **Late Applications**

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

2.16 **Modifications/substitution/withdrawal of Applications**

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

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

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

D. EVALUATION PROCESS

2.17 **Opening and Evaluation of Applications**

2.17.1 The Authority shall open the Applications at 1130 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely be at the discretion of the Authority. Applicants will be deemed to have understood and agreed

that no explanation or justification on any aspect of the Bidding Process or selection will be given.

- 2.17.5 Any information contained in the Application shall not in anyway be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant, if any, Project(s) is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in format(s) other than those specified herein, the Authority may, in its sole discretion, exclude the relevant Project(s) from computation of the Eligible Score of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project(s), and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected herein. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants 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 Application, 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.

2.19 Tests of responsiveness

- 2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if -
- (a) it is received as per format at **Appendix I**;
 - (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
 - (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.12 and 2.13;

- (d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5 and in the case of a Consortium, the Power of Attorney as specified in and Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats same as specified in this RFQ;
- (g) it contains certificates from its statutory auditors in the formats specified at **Appendix I** of the RFQ for each Eligible Project(s);
- (h) it contains an attested copy of the receipt for payment of Rs. 10,000 (Rupees ten thousand) per Project for which pre-qualification is sought by the Authority towards the cost of the RFQ document;
- (i) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project(s), as stipulated in Clause 2.2.6(f);
- (j) it does not contain any condition or qualification;
- (k) it contains a letter from the Associate in the format set out in **Appendix VII** hereto; and
- (l) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20 Clarifications

- (a) To facilitate evaluation of Applications, the Authority may, at its sole discretion, at any stage during the Bid Process, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing;
- (b) The decision of the Authority in respect of any clarification will be final and conclusive and binding on the Applicant; and
- (c) If an Applicant does not provide clarifications sought under sub-clause (a) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Applications, the Authority would announce a list of shortlisted pre-qualified Applicants (Bidders) who will be eligible for participation in

the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 **Submission of Bids**

The Bidders will be requested to submit Bid(s) in the form and manner to be set out in the Bidding Documents. Only pre-qualified Applicants shall be invited by the Authority to submit their Bid(s) for the Project(s). The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project(s). The Applicants are therefore advised to visit the site(s) and familiarize themselves with the Project(s) by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 **Proprietary data**

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application or the Bid, as the case may be. The Authority will not return any Application or any information provided along therewith.

2.24 **Correspondence with the Applicant**

Save as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. **CRITERIA FOR EVALUATION**

3.1 **Evaluation parameters**

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Applications of firms/consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters -

- (a) Technical Capacity; and
- (b) Financial Capacity.

3.2 **Technical Capacity for purposes of evaluation**

3.2.1 In addition to the eligibility parameters provided in Clause 2.2 above, the following categories of experience would also qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”) in relation to Eligible Project(s) as stipulated in Clauses 3.2.3 , 3.2.4 and 3.2.5 (the “**Eligible Projects**”) -

Category 1: Ownership of and management experience on Eligible Project(s) in Senior Secondary School Education that qualifies under Clause 3.2.3;

- Category 2:** Project experience on Eligible Project(s) in Core Infrastructure Sectors that qualify under Clause 3.2.4;
- Category 3:** Ownership of and management experience on Eligible Project(s) in Wider Education that qualifies under Clause 3.2.3;
- Category 4:** Management experience on Eligible Project(s) in Senior Secondary School Education and Wider Education Sector(s) that qualify under Clause 3.2.5.

For the purpose of this RFQ -

- (i) *Senior Secondary School Education* means schools providing education to Class VI to Class XII ⁴ or any subset thereof with at least three consecutive classes under the Indian schooling system with recognized board affiliations such as Central Board of Secondary Education or State Secondary Board, or Council for Indian School Certificate Examination;
- (ii) *Wider Education* means -
- (A) Institutions offering undergraduate and/ or postgraduate degrees affiliated to a University and recognized by the University Grants Commission under the University Grants Commission Act, 1956 (as amended or modified from time to time).
- (B) Also, Primary schools (Class I to Class V) shall be covered in the definition of the *Wider Education Sector*.
- (iii) *Core Infrastructure Sector(s)* would be deemed to include projects in the following infrastructure sectors: (a) power, (b) telecommunication, (c) railways, (d) metro rail, (e) road including bridges highways, expressways tunnels and airfields, (f) seaport and airport, (g) industrial parks, (h) logistic parks, (i) pipelines, (j) urban infrastructure (water supply, sanitation and sewage projects), and (k) real estate (but shall not include residential flats unless they form a part of the real estate complex or township, which has been built by the Applicant).

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Project(s).

3.2.3 For a project to qualify as an Eligible Project(s) under Category 1 and Category 3-

- (i) The Applicant or its Affiliates claiming Eligible Experience should have held, in the entity owing the Eligible Project(s), a minimum of 26% (twenty six percent) equity during the period for which Eligible Experience is being claimed; or
- (ii) In case the Applicant claiming Eligible Experience is a Trust or a Society then

⁴ **Note:** By way of clarification, a school providing education for classes I to XII provides Senior Secondary School Education, to the extent that it runs Class (es) VI to XII or any subset thereof with atleast three consecutive classes. In such a case, the tuition fee(s) accruing to the school from the classes that qualify under the definition of Senior Secondary School Education shall be assumed while calculating the Experience Score relating to Category I whereas the tuition fee(s) from the other classes shall be disregarded.

the ownership of the Eligible Project(s) and the tuition fee from the Eligible Project should accrue to the Applicant; or

- (iii) In case the Applicant is claiming Eligible Experience (*in respect of an Associate which is a Trust or a Society*) then - (a) the ownership of the Eligible Project(s) and the tuition fee from the Eligible Project should accrue to such an Associate; and (b) the Applicant should have received from the Associate (being a Trust or the Society) owning and managing the Eligible Project(s), a letter in the format set out in **Appendix VII**, *Provided that* if two separate Applicants claim Eligible Experience in respect of the same Eligible Project, then subject to the provisions of the Conflict of Interest, the Authority shall reject such Eligible Project for the purposes of calculating the Eligible Experience; or
- (iv) In case the Applicant is a natural person, then the ownership of the Eligible Project(s) and the tuition fee from the Eligible Project should accrue to the Applicant; or
- (v) In case of the Applicant (being a natural person) is claiming Eligible Experience (*in respect of an Associate which is a Trust or a Society*) then the Applicant should have received from the Associate (being a Trust or the Society) owning and managing the Eligible Project(s), a letter in the format set out in **Appendix VII**, *Provided that* if two separate Applicants claim Eligible Experience in respect of the same Eligible Project, then subject to the provisions of the Conflict of Interest, the Authority shall reject such Eligible Project for the purposes of calculating the Eligible Experience; and
- (vi) The Applicant claiming ownership, shall be deemed to have ownership of a project, as required by Clause 3.2.1, if it has freehold title, leasehold or other interest for land associated with the Eligible Project(s) as required under the guidelines of the board/ authority/ university/ statutory body to which the Senior Secondary School education projects or Wider Education projects is affiliated or is being regulated. Such interest in land shall be evidenced by the self attestation of appropriate documents; and
- (vii) The Applicant claiming management experience shall, during the last 5 (five) financial years preceding the Application Due Date, have collected tuition fees from students studying in Eligible Project(s). However, receipts of less than Rs. 0.50 crore (Rupees fifty lakh only), in a financial year, shall not be admitted as receipts for Eligible Project(s), for the purposes of the calculation of Eligible Experience.

3.2.4 For a project to qualify as an Eligible Project under Category 2 –

- (i) the Applicant should have undertaken a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

- (ii) the entity claiming Eligible Experience should have held, in the company owning the Eligible Project(s), a minimum of 26% (twenty six percent) equity during the entire year for which Eligible Experience is being claimed or the entity owning the Eligible Project is an Associate of the Applicant;
- (iii) the capital cost of the project should be more than Rs. 25,000,000/- (Rupees two crore and fifty lakh); and
- (iv) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (a) paid for development of the project (excluding the cost of land), and/ or (b) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods and services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project(s).

3.2.5 For a project to qualify as an Eligible Project under Category 4-

- (i) The Applicant claiming Eligible Experience should have held, in the entity owing the Eligible Project(s), a minimum of 26% (twenty six percent) equity during the period for which Eligible Experience is being claimed; or
- (ii) In case the Applicant claiming Eligible Experience is a Trust or a Society then the management of the Eligible Project(s) and the tuition fee from the Eligible Project should accrue to the Applicant; or
- (iii) In case the Applicant is claiming Eligible Experience (*in respect of an Associate which is a Trust or a Society*) then - (a) the management of the Eligible Project(s) and the management fee from the Eligible Project should accrue to such an Associate; and (b) the Applicant should have received from the Associate (being a Trust or the Society) managing the Eligible Project(s), a letter in the format set out in **Appendix VII**, *Provided that* if two separate Applicants claim Eligible Experience in respect of the same Eligible Project, then subject to the provisions of the Conflict of Interest, the Authority shall reject such Eligible Project for the purposes of calculating the Eligible Experience; or
- (iv) In case the Applicant is a natural person, then the tuition fee from the Eligible Project should accrue to the Applicant; or
- (v) In case of the Applicant (being a natural person) is claiming Eligible Experience (*in respect of an Associate which is a Trust or a Society*) then the Applicant should have received from the Associate (being a Trust or the Society) managing the Eligible Project(s), a letter in the format set out in **Appendix VII**, *Provided that* if two separate Applicants claim Eligible Experience in respect of the same Eligible Project, then subject to the provisions of the Conflict of Interest, the Authority shall reject such Eligible Project for the purposes of calculating the Eligible Experience; and
- (vi) The entity claiming management experience shall have during the last 5 (five) financial years preceding the Application Due Date, collected tuition fees

from sale or provision of services. However, receipts of less than Rs. 0.50 crore (Rupees fifty lakh), in a financial year, shall not be admitted as receipts for Eligible Project(s), for the purposes of the calculation; and

- (vii) It should not be governed by a service contract(s) such as supply of goods, facilities management, provision of software(s) in existing schools, supply of books in existing schools, etc. Contracts of this nature shall not come under the purview of Category 4; and
- (viii) It should be governed by a contract between a government or a statutory entity or government owned entity on one side and a private sector entity on the other.

3.2.6 The Applicant shall quote experience in respect of a particular Eligible Project under any 1 (one) category only, even if the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project(s) shall not be permitted in any form. If a school provides both Senior Secondary Education and Wider Education (for example the school offers classes I to XII), the tuition fee(s) accruing to the school from the classes that qualify under the definition of Senior Secondary School Education shall be assumed for calculating the Experience Score relating to Category I whereas the tuition fee(s) from the other classes shall be disregarded.

3.2.7 Applicant's experience shall be measured and stated in terms of a score (the “**Experience Score**”). The Experience Score for an Eligible Project in a given category would be the eligible receipts specified in Clause 2.2.2 (A), divided by 1 (one) crore and then multiplied by the applicable factor in Table 3.2.7 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at his Experience Score.

Table 3.2.7: Factors for Experience across categories

	Factor
Category 1	1.40
Category 2	0.85
Category 3	0.85
Category 4	0.55

3.2.8 The Experience Score determined in accordance with Clause 3.2.7 in respect of an Eligible Project situated in a developed country which is a member of Organization for Economic Co-operation and Development (“**OECD**”) shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.2.9 Experience for any activity relating to an Eligible Project(s) shall not be claimed by 2 (two) or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 **Details of Experience**

3.3.1 The Applicant shall furnish the details of Eligible Experience for the last 5 (five)

years immediately preceding the Application Due Date.

3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at **Annex-II** of **Appendix I**.

3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at **Annex-IV** of **Appendix I**.

3.4 **Financial information for purposes of evaluation**

3.4.1 The Application must be accompanied by the audited annual reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor or the auditor (in case of a natural person) shall certify the same. In such a case, the Applicant shall provide the audited annual reports for 5 (five) years preceding the year for which the audited annual report is not being provided.

3.4.3 The Applicant must establish a minimum Net Worth of as specified in Clause 2.2.2 (B), and provide details as set out in **Annex-III** of **Appendix I**.

3.5 **Short-listing of Applicants**

3.5.1 The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Project(s) shall be the ‘Aggregate Experience Score’ of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty six percent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

3.5.2 The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. The Authority expects to short-list up to 6 (six) pre-qualified Applicants for participation in the Bid Stage. The Authority, however, reserves the right to increase the number of short-listed pre-qualified Applicants by adding an additional Applicant. The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bid Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days time to submit its Bid.

4. **FRAUD AND CORRUPT PRACTICES**

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent or by any means, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice during the Bidding Process.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority for a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent or by any means, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, 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 Clause 2.2.1(d), 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(s) 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(s);
 - (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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-APPLICATION CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the Authority's website should submit a Demand Draft of Rs. 10,000 (Rupees ten thousand) per Project for which they seek pre-qualification, towards the cost of document, through their representative attending the conference. A maximum of 3 (three) representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants 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 Jaipur shall have the 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 Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendix I - Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

Dated: [●]

To,

[The Secretary,

[●]

[●]]

Sub: Application for pre-qualification for “Gyanodaya” PPP Schools in Ajmer and Udaipur Divisions of Rajasthan

Dear Sir,

1. With reference to your RFQ document dated [●], I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the Project(s) set out below. The Application is unconditional and unqualified:

[Insert list of Project(s) for which pre-qualification is sought. Each Project will be the name of the district].

2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid Project(s), and we certify that all information provided in the Application and in **Annexes I to IV** is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and management of the aforesaid Project(s).
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Authority to reject our Application 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. We certify that in the last 3 (three) years, we/ any of the Consortium Members or our/ their 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.
7. We declare that -
 - (a) I/ We have examined and have no reservations to the RFQ document,

- including any Addendum issued by the Authority;
- (b) I/ We do not have any Conflict of Interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document;
- (c) 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 RFQ 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; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, 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.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project(s), without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are/ is not a Member of a/ any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their 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(s) or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/Managers/ employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aid guidelines forms part of the RFQ at **Appendix V** thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are affected by the provisions of disqualification in terms of the

provisions of this RFQ; we shall intimate the Authority of the same immediately.

16. The Statement of Legal Capacity as per format provided at **Annex-V** in **Appendix I** of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at **Appendix II** and **Appendix III** respectively of the RFQ, are also enclosed.
17. I/ We understand that the selected Bidder shall incorporate a company in accordance with the provisions of the *Companies Act, 1956* and in compliance with Section 25 thereof, prior to execution of the Concession Agreement.
18. I/ We hereby confirm that we are in compliance of/ shall comply with the management experience requirements specified in Clause 2.2.3 of the RFQ document.
19. I/ We hereby irrevocably waive any right 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 Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project(s) and the terms and implementation thereof.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
21. I/ We certify that in terms of the RFQ, my/ our Networth is Rs. [●] (Rs. [●]) and Experience Score is [●] (number in words).
22. I/ We certify that the information/ declarations provided in the letter relating to the Eligible Project(s) in the format as set forth in **Appendix VII** of the RFQ document are true and correct, and the Authority will be solely relying on such information/ declarations.
- [22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of financial close in accordance with the Concession Agreement.]⁵

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

Yours faithfully,

Date: [●] (Signature, of the Authorised Signatory)

Place: [●] Name and designation of the Authorised signatory)

Name and seal of the Applicant/ Lead Member

⁵ Omit if the Applicant is not a Consortium.

ANNEX-I

Details of Applicant

1. (a) Name: [•]
(b) Country of incorporation/registration: [•]
(c) Address of the organisation headquarters and its branch office(s), if any, in India: [•]
(d) Date of incorporation and/registration or commencement of business: [•]
2. Brief description of the organization including details of its main lines of business and proposed role and responsibilities in this/these Project(s) -
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority -
 - (a) Name: [•]
 - (b) Designation: [•]
 - (c) Organisation: [•]
 - (d) Address: [•]
 - (e) Telephone Number: [•]
 - (f) E-Mail Address: [•]
 - (g) Fax Number: [•]
4. Particulars of the Authorised Signatory of the Applicant -
 - (a) Name: [•]
 - (b) Designation: [•]
 - (c) Address: [•]
 - (d) Phone Number: [•]
 - (e) Fax Number: [•]
5. In case of a Consortium -
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6(f) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below -

S. No.	Name of Member	Role* {Refer Clause 2.2.6(d)} [§]	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a), (c) & (f)}
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at **Annex-IV**.

- (d) The following information shall also be provided for each Member of the Consortium -

Name of Applicant/ member of Consortium -

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/State Government, or any entity controlled by them, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3.	Has the Applicant/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

[§] All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

ANNEX-II

Technical Capacity of the Applicant[@]

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Applicant type	Member Code [*]	Project Code ^{**} Entity Type	Entity Code [†]	Category [§]	Experience (Equivalent Rs. crore) ^{§§}			Experience Score [£]
					Tuition fee collected for the management of Eligible Project(s) in Category 1, Category 3 and Category 4	Payments made for development of Eligible Project(s) in Category 2	Payments made for collection of revenue in relation to Eligible Project(s) in Category 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity Applicant			A					
			B					
			C					
			D					
Consortium Member 1			1a					
			1b					
			1c					
			1d					
Consortium Member 2			2a					
			2b					
			2c					
			2d					
Consortium Member 3			3a					
			3b					
			3c					
			3d					
Consortium			4a					

Applicant type	Member Code*	Project Code** Entity Type	Entity Code [Ⓒ]	Category [Ⓓ]	Experience (Equivalent Rs. crore) ^{ⒺⒻ}			Experience Score [Ⓔ]
Member 4			4b					
			4c					
			4d					
Aggregate Experience Score								

[Ⓔ] Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2. In case of Category 2 include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.4(iii) and for Categories 1, 3 and 4 include only those projects where the payments received exceed the amount specified in Clause 3.2.3 (vi) and 3.2.5 (vi). In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

[Ⓕ] An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

* Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

** Refer Annex-IV of this Appendix I. Add more rows if necessary.

[Ⓓ] Refer Clause 3.2.1.

^{ⒺⒻ} For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [45 (forty five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

[Ⓔ] Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.7 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.8, and the product thereof shall be the Experience Score for such Eligible Projects.

[Ⓒ] Entity Code indicates NA for Not Applicable, Co. in case of a company under the Companies Act, 1956, Co. 25. in case of Section 25 company under the Companies Act, 1956, T in case of a trust, S in the case of Society, AoP in case of an association of person, P

in case of a partnership and O in all other cases, and providing accurate description of the entity type.

ANNEX-III

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B), 2.2.4 (iii) and 3.4 of the RFQ)

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports, or other such information which certifies the Net Worth or financial strength of the Applicant/its constituent Consortium Members for 5 (five) years preceding the Application Due Date. The financial statements shall -
 - (a) reflect the financial situation of the Applicant or its Consortium Members and its/ their Associates where the Applicant is relying on its Associate’s financials;
 - (b) be audited by a statutory 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 mean shall mean the sum of subscribed and paid up equity and reserves from which, shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

Provided that in cases where the legal structure of the Applicant does not enable Net Worth to be determined in accordance with definition as set out above, instead of Net Worth, a proxy of financial strength represented by Corpus Fund plus General Fund will be used.
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.6(f) of the RFQ document.
5. The applicant shall also provide the name and address of the Bankers to the Applicant.
6. The Applicant shall provide an Auditor’s Certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4(ii) of the RFQ document.

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Project Code:

Member Code:

Entity Code:

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title & nature of the project		
Category	5	
Year-wise (a) Tuition fee collected for the management of the Eligible Project(s); (b) Payments made for the development of the Eligible Project(s); (c) Revenue in relation to Eligible Project(s)	6	
Entity for which the project was managed/ constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding or other controlling interest (with period during which equity or such controlling interest was held)	10	

Instructions -

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3, 3.2.4 and 3.2.5 of the RFQ, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member,

OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code. Entity Code indicates NA for Not Applicable, Co. in case of a company under the Companies Act, 1956, Co.25. in case of Section 25 company under the Companies Act, 1956, T in case of a trust, S in the case of Society, AoP in case of an association of person, P in case of a partnership and O in all other cases, and providing accurate description of the entity type.

5. Refer to Clause 3.2.1 of the RFQ for category number.
6. The tuition fee collected for each Eligible Project in Categories 1, 3 & 4 and the capital costs for each Eligible Project are to be in accordance with Instruction 13 below.
7. In case of projects in Category 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party, etc.) may be provided. In case of projects in Category 1 and 3, Applicant to provide a certificate certifying that the conditions provided in Clause 3.2.3 of the RFQ document (as applicable) are being complied with.
8. Provide the estimated capital cost of Eligible Project in accordance with Clause 3.2.4(iii).
9. For Categories 1, 3 and 4 the date of commencement of management is the date on which the school or other educational institution referred to by the aforesaid categories becomes operational. In case of Category 2, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1, 2, 3 & 4, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given. In case of an unincorporated entity please refer to Clauses 3.2.3, 3.2.4 & 3.2.5.
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Applicant's statutory auditor^{\$} or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Associate may provide the requisite certification.
13. If the Applicant is claiming experience under Category 1, 3, and 4[£] it should provide a certificate from its statutory auditor in the format below -

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clause 3.2.1 of the RFQ.

Certificate from the Statutory Auditor regarding projects in Category 1, 3 and 4⁶

Based on its books of accounts and other published information authenticated by it, this is to certify that [•] (*name of the Applicant/Member/Associate*) is/ was an equity shareholder/directs the management and policies in [•] (*title of the project company*) and holds/ held Rs. [•] cr. (Rupees [•] crore) of equity (which constitutes [•] %⁶ of the total paid up and subscribed equity capital) of the project company from [•] (*date*) to [•] (*date*)⁷. The project was/is likely to be commissioned on [•] (*date of commissioning of the project*).

We further certify that the annual revenues collected as tuition fee by the aforesaid project company in terms of Clauses 3.2.3 and 3.2.5 of the RFQ during the past five financial years were Rs. [•] cr. as per year-wise details noted below -

[•]

[•]

Authorised Signatory:

Name:[•]

Designation: [•]

Signature of the Authorised Signatory and date

*Strike out whichever is not applicable.

14. If the Applicant is claiming experience under Category 2⁶, it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects for Category 2 projects⁷

This is to certify that (*name of the Applicant/Member/Associate*) is/ was an equity shareholder in (*title of the project company*) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%⁸ of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)⁹. The project was/is likely to be commissioned on (*date of commissioning of the project*).

⁶ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

⁶ Refer instruction no. 10 in this Annex-IV.

⁷ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that [•] (name of Applicant) constructed and/ or owned the [•] (name of project) from [•] (date) to [•] (date)."

⁶ Refer Clause 3.2.4 of the RFQ.

⁷ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.

⁸ Refer instruction no. 10 in this Annex-IV.

⁹ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the (name of project) from..... (date) to (date)."

We further certify that the total estimated capital cost of the project is Rs. cr., of which Rs. cr. of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....

We also certify that the annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.4(iii) of the RFQ during the past five financial years were Rs. cr. as per year-wise details noted below:

.....

Authorised Signatory

Name:

Designation:

Signature of the Authorised Signatory and date

15. 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 project in computation of Experience Score.[⊕]
16. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below -

Certificate from Statutory 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 Associate*) is held, directly or indirectly[£], by [●] (*name of Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

In case of Trust or a Society, based on [●], a copy of which is attached, it is submitted that [●], directly or indirectly, directs the management and policies of [●]

A brief description of the said equity held, directly or indirectly, is given below -

{Describe the share-holding of the Applicant/Consortium Member in the Associate}

Name of the audit firm: [●]

[⊕] Refer Clause 3.2.6 of the RFQ.

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

Seal of the audit firm: [•]

(Signature, name and designation of the authorised signatory).

Date: [•]

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date: [•]

To,

[•]

[•]

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that [•] (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that [•] (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

[•]

Authorised Signatory

For and on behalf of [•]

**Please strike out whichever is not applicable.*

Appendix II - Power of Attorney for signing of Application

_(Refer Clause 2.2.5)

Know all men by these presents, We [●] (name of the entity and address of the [registered office]) and [●] having our [registered office] at [●], (hereinafter collectively referred to as the “**Principals**”), do hereby irrevocably constitute, nominate, appoint and authorise M/s [●] having its [registered office] at [●], also being the Lead Member of our Consortium, 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 application for pre-qualification and submission of our bid for the [●] Project, proposed by the Department of School and Sanskrit Education, Government of Rajasthan (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-Applications 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 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 such acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [●], THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] 2010

For [●]

(Signature, name, designation and address)

For [●]

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

[●]

(Signature)

(Name, Title and Address of the Attorney)

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

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.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board/ shareholder resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the concerned Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix III - Power of Attorney for Lead Member of Consortium

(Refer Clause 2.13.2)

Whereas the Department of School and Sanskrit Education, Government of Rajasthan (the “**Authority**”) has invited applications from interested parties for the [•] Project (the “**Project**”).

Whereas, [•] and [•] (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Qualification document (“**RFQ**”), Request for Proposal (“**RFP**”) and other connected documents in respect of the Project[s], and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [•] having our [registered office] at [•], and [•] having our [registered office] at [•], (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [•] having its [registered office] at [•], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/ contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid[s] for the Project[s], including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid[s] for the Project[s] and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•] 2010

For [•]

(Signature)

[•]

(Name & Title)

Witnesses:

1.

2.

[•] (Executants)

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

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.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board shareholder resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants 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 - Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [•] day of [•] 20[•]

AMONGST

1. {[•]} and having its [registered office] at [•] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {[•]} and having its [registered office] at [•] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {[•]} and having its [registered office] at [•] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {[•]} and having its [registered office] at [•] (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^s

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

WHEREAS,

- (A) The Department of Sanskrit and School Education, State of Rajasthan (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. [•] dated [•] (the “**RFQ**”) for pre-qualification and short-listing of bidders for development and operation/ maintenance of [•] Project (the “**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish an executed copy

^s The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

thereof with the Application.

NOW IT IS HEREBY AGREED AS FOLLOWS -

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby agree and undertake that in case of an –

- (i) Affiliation with the Central Board of Secondary Education, the Selected Bidder will incorporate a Company in accordance with Section 25 of the Companies Act, 1956 (“**Concessionaire**”). The Concessionaire will implement the Project(s) in accordance with the Concession Agreement; and
- (ii) Affiliation with the Board of Secondary Education, Rajasthan, the Selected Bidder will incorporate a Company in accordance with Section 25 of the Companies Act, 1956. Such Section 25 Company will then be required to establish a not-for-profit vehicle in accordance with the requirements of the applicable law and in particular as applicable to the State of Rajasthan. The Section 25 Company together with the not-for-profit vehicle will implement the Project(s) in accordance with the Concession Agreement. The Section 25 Company together with the not-for-profit vehicle is referred to as the “**Concessionaire**”.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the Concessionaire shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Management Member/ Other Member of the Consortium.}

5. Joint and Several Liability

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

6. Shareholding in the Concessionaire

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows -

First Party: [●]

Second Party: [●]

{Third Party: [●]}

{Fourth Party: [●]}

6.2 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire shall, at all times, till the second anniversary of the date of commercial operation of the Project, be held by the Party[ies] of the First Part, {Second Part and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.

6.3 The Parties undertake that each of the Parties specified in Clause 6.1 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold, subscribed and paid up equity share capital of Concessionaire equivalent to at least 5% (five percent) of the Total Project Cost as specified in the Concession Agreement.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity share capital of the Concessionaire at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.6 The Parties undertake that the member having management experience shall hold for a period of 5 (five) years from the date of the commercial operations of the Project(s), a minimum of 26% (twenty-six percent) of the issued and paid-up share capital of the Concessionaire.}

7. Representation of the Parties

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

(a) Such Party is duly organised, validly existing and is in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has

been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge -

- (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents applicable to it;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the

Parties without the prior written consent of the Authority. IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED. SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

[SIGNED. SEALED AND DELIVERED

SIGNED. SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART

FOURTH PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED. SEALED AND DELIVERED

SIGNED. SEALED AND DELIVERED

For and on behalf of

For and on behalf of

FIFTH PART

SIXTH PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)]

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, 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.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants 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 V¹⁰ - Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

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) 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.
- (d) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as

¹⁰ These guidelines may be modified or substituted by the Government from time to time.

yet.

- (e) 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.
- (f) 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 within EOI.

sd/-

(A. K. Tewari)

Under Secretary to the Government of India

Appendix VI

Details of Land

(Refer Clause 1.2.8 & 2.5)

Sr. No.	Division	District	Block	Selected Villages	Khasra No.	Area of the Land
1.	Ajmer	Ajmer	Pisangan	Bithur	1580	5 acre (out of total of 3.72 Hectare)
2.	Ajmer	Ajmer	Masuda	Shergarh	2995/3	5 acre (out of total of 33.85 Bigha)
3.	Ajmer	Ajmer	Bhinai	Jawla	1118	5 acre (out of total of 11.07 Bigha)
4.	Ajmer	Ajmer	Jawja	Sarmaliya	1270	5 acre (out of total of 81.13 Bigha)
5.	Ajmer	Ajmer	Silora	Udaipurkhurd	29	5 acre (out of total of 74.01 Bigha)
6.	Ajmer	Bhilwara	Asind	Iras	1127	5 acre
7.	Ajmer	Bhilwara	Suwana	Raida (Rampuriya)	1	5 acre
8.	Ajmer	Bhilwara	Kotdi	Reeth	333	5 acre
9.	Ajmer	Bhilwara	Shahpura	Bhojpur	484	5 acre
10.	Ajmer	Bhilwara	Hurda	Taswariya	1488	5 acre
11.	Ajmer	Nagaur	Nagaur	Sinod	468	5 acre (out of total of 16 Bigha)
12.	Ajmer	Nagaur	Kuchaman	Indali	257	5 (out of total of 13.19 Hectare)
13.	Ajmer	Nagaur	Mundwa	Bhadana	95	5 acre (out of total of 14.19 Bigha)
14.	Ajmer	Nagaur	Deedwana	Bichawa	373	5 acre (out of total of 107.17 Bigha)
15.	Ajmer	Nagaur	Jayal	Ratanga	1022	5 acre (out of total of 51.08 Bigha)
16.	Ajmer	Tonk	<i>To be identified.</i>			
17.	Ajmer	Tonk	Todaraisingh	Lambakala	1090	5 acre
18.	Ajmer	Tonk	Niwai	Mahapura (Turkiya)	70/4	5 acre
19.	Ajmer	Tonk	Tonk	Jawali	889	5 acre
20.	Ajmer	Tonk	<i>To be identified.</i>			
21.	Udaipur	Banswara	Bagidora	Monadungar	305, 308	2 hect.
22.	Udaipur	Banswara	Ghatol	Pandla	815	2 hect.
23.	Udaipur	Banswara	Kushalgarh	Bijoli Badi	378	2 hect.
24.	Udaipur	Banswara	Sajjangarh	Mhoodiya Vaja	21, 22	2 hect.
25.	Udaipur	Banswara	Gadi	Navagoan	3676	2 hect.

Sr. No.	Division	District	Block	Selected Villages	Khasra No.	Area of the Land
26.	Udaipur	Chittaurgarh	<i>To be identified.</i>			
27.	Udaipur	Chittaurgarh	<i>To be identified.</i>			
28.	Udaipur	Chittaurgarh	<i>To be identified.</i>			
29.	Udaipur	Chittaurgarh	<i>To be identified.</i>			
30.	Udaipur	Chittaurgarh	<i>To be identified.</i>			
31.	Udaipur	Dungarpur	<i>To be identified.</i>			
32.	Udaipur	Dungarpur	<i>To be identified.</i>			
33.	Udaipur	Dungarpur	Dungarpur	Mandwakhaparda	1902/ 499	5 acre
34.	Udaipur	Dungarpur	Bhichiwara	Wadapal	780, 785, 786	5 acre
35.	Udaipur	Dungarpur	<i>To be identified.</i>			
36.	Udaipur	Pratapgarh	<i>To be identified.</i>			
37.	Udaipur	Pratapgarh	<i>To be identified.</i>			
38.	Udaipur	Pratapgarh	Arnod	Chakunda	397, 441, 442	5 acre
39.	Udaipur	Pratapgarh	<i>To be identified.</i>			
40.	Udaipur	Pratapgarh	<i>To be identified.</i>			
41.	Udaipur	Rajsamand	Bhim	Togi	690	5 acre <i>(out of total of 69.06 Bigha)</i>
42.	Udaipur	Rajsamand	Khannor	Jhallo ki Madaar	823	5 <i>(out of total of 9.02 Bigha)</i>
43.	Udaipur	Rajsamand	Aamet	Bikawas	358	5 <i>(out of total of 25.54 Hectare)</i>
44.	Udaipur	Rajsamand	Railmagra	Piplidodiyen	2362/3 57	5 <i>(out of total of 20.00 Bigha)</i>
45.	Udaipur	Rajsamand	Rajsamand	Bhava	245/1 & 245/2	5 <i>(out of total of 24.35 Bigha)</i>
46.	Udaipur	Udaipur	<i>To be identified.</i>			
47.	Udaipur	Udaipur	<i>To be identified.</i>			
48.	Udaipur	Udaipur	<i>To be identified.</i>			
49.	Udaipur	Udaipur	<i>To be identified.</i>			
50.	Udaipur	Udaipur	<i>To be identified.</i>			

Note: For assistance on land details following may be contacted:

1. Mr. Balwant Singh Mehta, Deputy Director (Secondary), Office of the Deputy Director, Secondary Education, Topdara, Near Bus Stand, Ajmer; Office Telephone: 0145 2621991; Cell: 094141 46795 (For locations in the Ajmer Division)
2. Mr. Nanu Ram Pargi, Deputy Director (Secondary), Office of the Deputy Director, Secondary Education, Residency Campus, Near Collectorate, Udaipur; Office

Telephone: 0294 2421621; Cell: 098288 28478 (For locations in the Udaipur Division)

Appendix VII - Letter relating to Eligible Projects

(Refer Clause 3.2.3(iii)(b), 3.2.3(v), 3.2.5(iii)(b) & 3.2.5(v))

Dated: [●]

To,

[●]

Sub: Application for pre-qualification for “Gyanodaya” PPP Schools in Ajmer and Udaipur Divisions of Rajasthan

Dear Sir,

1. With reference to your intent to submit the application for the RFQ document dated [●], I/we, having examined the RFQ document and understood its contents, hereby submit that the following projects, qualify as Eligible Projects for the purposes of calculating the Eligible Experience

[Please insert the details]

2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid Project(s), and we certify that all information provided in this letter is true and correct, and the following documents establish that- (a) we are an Associate of the Applicant, (b) we have owned and managed the Eligible Projects, or (c) we have managed the Eligible Projects. The relevant documents in support thereof are attached to this letter.
3. All documents as submitted are true and correct; nothing has been omitted which renders such information misleading, and all documents accompanying such letter are true copies of their respective originals.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.

Yours faithfully,

Date: [●]

(Signature, of the Authorised Signatory)

Place: [●]

Name and designation of the Authorised signatory)

Name and seal of the Applicant/ Lead

Appendix VIII - Project Relevant Details

(Refer Clause 1.2.4)

Education sector in Rajasthan

DEMOGRAPHIC BACKGROUND

Rajasthan, situated in the North-Western part of India, is the largest State in the country (area-wise), and presents a unique combination of geographical and cultural diversity. With 10.4 per cent of the landmass of the country and 5.5 per cent of its population, it presents challenges in terms of development and socio-economic growth.

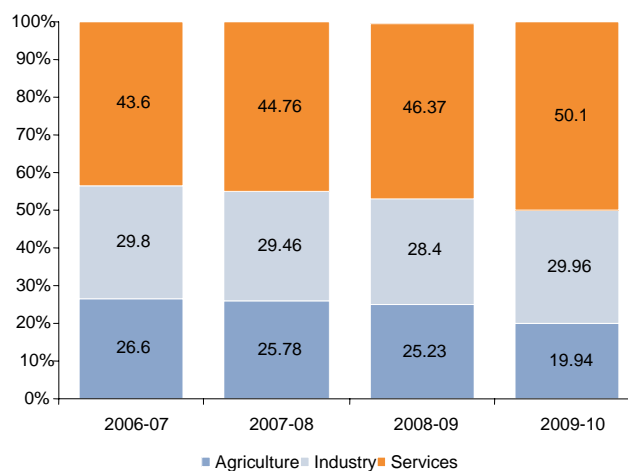


The districts highlighted in the map are the districts in which schools are being procured as part of this process.

The State's population is 5.65 crore according to Census 2001. As per the Population Projections for India and States for 2001-2026 by the Office of the Registrar General of India, the projected population of Rajasthan as on October 1, 2009 is 6.63 crore. The decadal growth rate (1991-2001) of population of Rajasthan is 28.41 percent compared to 21.34 percent in case of India. The density of population of the State is quite low at 165 persons per sq. km. with large scale district level variations of 13 persons per sq. km. in Jaisalmer to 471 persons per sq. km. in Jaipur. The overall sex ratio of the State is 921 females per 1,000 males and the sex ratio amongst the 0-6 year population is 909 females per 1,000 males.

Rajasthan has historically been an agrarian economy with agriculture and related activities accounting for about one-third of the State's income. In contrast in 2009-10, Services are expected to contribute to more than half the State's total GDP, highlighting a shift in Rajasthan's economic landscape.

Changing economic landscape of Rajasthan (Sectoral Contribution)



To be able to support its growth plans, attract investments and thereby fully realize its economic potential,

the State is focusing on building its infrastructure and at the same time bring about an improvement in its social sector. Among other things, Rajasthan endeavours to bridge the gap in the local availability of skilled human resources, a key growth enabling factor. One of the key points of development for this agenda is better education infrastructure.

SCHOOLS IN RAJASTHAN

The present system of school education in the State can be divided into four level schools – Primary (Class 1-5), Upper Primary (Class 1-8), Secondary (Class 6-10) and Senior Secondary (Class 6-12) schools.

Improvement in literacy rate has linkages to primary education

In 1991, Rajasthan's literacy rate stood at just 39 per cent. Since then the State has steadily been improving its rate of literacy. The 2001 Census shows that the State's literacy rate has risen by 22 per cent in the period 1991-2001, as against the all-India increase of 13 per cent. In the same period, the number of primary schools in the State has gone up by 50 per cent from 30,005 to 44,902. This shows a relationship between a rise in number of primary schools and the literacy rate. Although Rajasthan's literacy rate of 60.4 per cent still stands lower than the national literacy rate of 64.8 per cent, its female literacy rate has more than doubled to 44 per cent in 2001 from 20 per cent in 1991.

2001	Overall			Rural			Urban		
	Total	Male	Female	Total	Male	Female	Total	Male	Female
India	64.8	75.3	53.7	58.7	70.7	46.1	79.9	86.3	72.9
Rajasthan	60.4	75.7	43.9	55.3	72.2	37.3	76.2	86.5	64.7

Source: Census 2001

The rural-urban divide continues to remain a challenge with only 55 per cent literate in rural Rajasthan as compared to 76 per cent in urban areas. The biggest challenge before the state is

to make education available to remote rural locations. Across the selected sample of 10 districts, female literacy rate in the rural areas of Banswara stands at just 24 per cent, far behind the 44 per cent average female literacy rate for the State. For males, it is interesting to note that the literacy rate in rural areas does not show a wide disparity (ranges from ~62 per cent to ~72 per cent with Banswara being an outlier at 58 per cent). This is not true in case of females in rural areas, where this category shows wide variations varying from ~24 per cent in Banswara to ~37 per cent in Nagaur. Both the variation in male and female literacy rates(in rural areas) and the wide gap between the All India average female literacy rate in rural areas(~46 per cent) and the best performing district in the chosen sample on this parameter(~37 per cent) is a cause for concern.

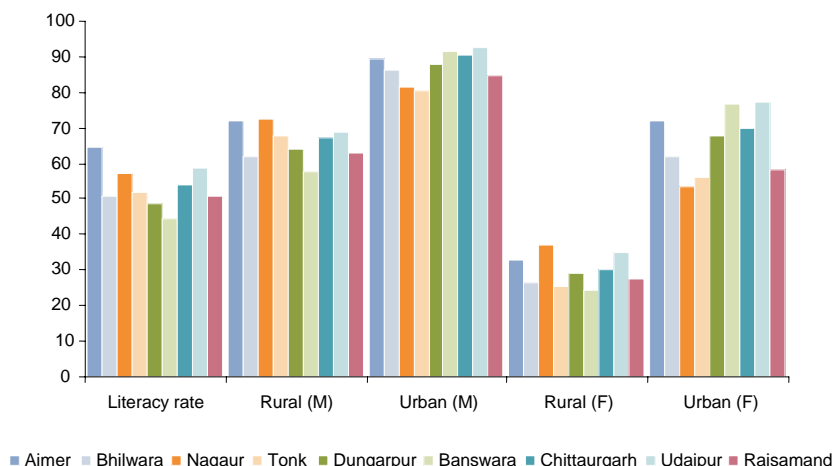
At an overall level, Ajmer district has the highest overall literacy rate of 65 per cent while Banswara once again lags behind with the lowest literacy rate of 45 per cent.

Ajmer Division Indicator	Ajmer		Bhilwara		Nagaur		Tonk	
	1991	2001	1991	2001	1991	2001	1991	2001
Population (Lakhs)	17	22	16	20	21	28	10	12
Per capita income	4400	18483	4391	24110	4131	13045	4712	16043
Literacy rate all (%)	52	65	32	51	32	57	34	52
Literacy rate (Rural) (M)	55	72	38	62	56	72	46	68
Literacy rate (Urban) (M)	88	89	76	86	68	82	71	80
Literacy rate (Rural) (F)	14	33	10	26	10	37	10	26
Literacy rate (Urban) (F)	64	72	46	62	33	53	39	56

Udaipur Division Indicator	Dungarpur		Banswara		Chittaurgarh		Udaipur		Rajsamand	
	1991	2001	1991	2001	1991	2001	1991	2001	1991	2001
Population (Lakhs)	9	11	12	15	15	18	21	26	8	10
Per capita income (1993-2005)	2737	12474	3738	11825	5805	16861	4038	17925	5125	17355
Literacy rate all (%)	31	49	26	45	34	54	35	59	30	51
Literacy rate (Rural) (M)	42	64	34	58	44	67	39	69	38	63
Literacy rate (Urban) (M)	86	88	87	92	82	90	86	93	81	84
Literacy rate (Rural) (F)	12	29	9	24	11	30	10	35	5	27
Literacy rate (Urban) (F)	61	68	67	77	54	70	64	77	47	58

Source: Directorate of Economics & Statistics, Rajasthan

Literacy rate (%) across districts



In summary, although the State has made rapid strides in improving literacy rates which intuitively corresponds to the increase in the number of primary schools, the State strives to improve its school infrastructure and quality of education to measure up to the corresponding national indicators.

Access to senior secondary schools is a capacity bottleneck

The number of schools in Rajasthan has risen to 1,08,165 in 2010. The higher levels of schools (upper primary and secondary) are lower in number than that of primary schools. At the same time, the number of students in the secondary level has increased rapidly. This could indicate a constraint capacity in these schools.

Rajasthan

No. of institutions	2005-06	2006-07	2007-08	2008-09	2009-10
Pre-primary & Primary	61545	60213	58060	51525	50608
Upper Primary	27115	30672	33814	38954	39733
Secondary & Sr. Sec.	11235	12961	13607	17390	17824
Total	99895	103846	105481	107869	108165

In Ajmer division, the number of secondary and senior secondary schools is much less than the upper primary and pre-primary/primary schools. In the table below, a trend emerges of decreasing number of institutions as the education goes up from primary to secondary. However, the number of students at the middle stage is higher than at any other stage, indicating that schools at these levels have capacity constraints. The rising literacy rate across all districts shows that the government’s focus on primary education has been successful. The number of upper primary and secondary schools therefore needs to increase to provide the newly literate with at middle school and senior secondary levels.

Ajmer Division No. of institutions	Ajmer		Bhilwara		Nagaur		Tonk	
	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10
Pre-primary & Primary	1313	1304	2255	2224	2435	2356	1205	1126
Upper Primary	1288	1302	1382	1419	2086	2061	959	997
Secondary & Sr. Sec.	578	610	439	451	882	985	378	410
Total	3179	3216	4076	4094	5403	5402	2542	2533

Ajmer Division No. of students	Ajmer		Bhilwara		Nagaur		Tonk	
	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10
Pre-primary & Primary	140552	139907	147110	136583	164808	147122	83785	75832
Upper Primary	219023	215556	197280	196076	330447	310135	130239	133879
Secondary & Sr. Sec.	144742	155929	101002	109168	202952	226305	80943	90767
Total	504317	511392	445392	441827	698207	683562	294967	300478

Source: Directorate of Economics & Statistics, Rajasthan

In Udaipur division, the scenario remains the same. Once again with higher classes, the number of schools declines. However, the literacy rate in these areas is still rising and the gap between primary and secondary education needs to be filled. The students studying at the primary level require institutes of quality education and therein lies a huge potential in the State's education sector.

Udaipur Division No. of institutions	Dungarpur		Banswara		Chittaurgarh*		Udaipur		Rajsamand	
	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10
Pre-primary & Primary	1902	1875	2486	2543	2359	2349	3260	3222	1314	1297
Upper Primary	744	732	850	869	1600	1503	1408	1422	814	818
Secondary & Sr. Sec.	230	234	279	285	421	470	616	597	226	263
Total	2876	2841	3615	3697	4380	4322	5284	5241	2354	2378

* Including District of Pratapgarh

Udaipur Division	Dungarpur		Banswara		Chittaurgarh*		Udaipur		Rajsamand	
	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10	2008-09	2009-10
Pre-primary & Primary	122517	117532	170283	174030	134058	146441	238091	225360	81134	82419
Upper Primary	125740	123950	150607	152278	216899	203150	202919	201717	112794	116290
Secondary & Sr.Sec.	69040	73796	87966	91977	86222	99042	140849	151607	51518	57518
Total	317297	315278	408856	418285	437179	448633	581859	578684	245446	256227

* Including District of Pratapgarh.

CONCLUSION

Rajasthan is India’s largest state in terms of landmass and its economy has shifted from being mainly agrarian to a more service sector centered one. To enable further growth, educational infrastructure needs to be a focus of the State Government. Although the Sarva Shiksha Abhiyan has created access to primary schools, the post primary levels merit immediate attention both in terms of creating access and providing good quality education.

This can be enabled by inviting public-private partnerships in post primary schools in the State as a targeted intervention. Ajmer and Udaipur Divisions have been chosen as the initially, whose success may then be replicated across the State.