

**CENTRAL BOARD OF SECONDARY EDUCATION
SHIKSHA KENDRA, 2 COMMUNITY CENTRE
PREET VIHAR, DELHI 110092**

NOTICE INVITING TENDER (NIT)

FOR

**ESTABLISHMENT OF CENTRE FOR ASSESSMENT,
EVALUATION AND RESEARCH
ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODEL**

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DISCLAIMER

The information contained in this Tender document (the “**TENDER**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Board or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided. This TENDER is not an agreement and is neither an offer nor invitation by the Board to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this TENDER (the “**Bid**”). This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Board in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Board, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources. Information provided in this TENDER to the Bidder(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 Board accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Board, 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 TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Bid Stage.

The Board also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. The Board 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 TENDER. The issue of this TENDER does not imply that the Board is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Board reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. INTRODUCTION

1.1 Background

1.1.1 The Central Board of Secondary Education (CBSE- the “**Board**”), is a National Board established in 1929 by a Government Resolution for the conduct of Class X & XII examination. The Board, a registered society and an autonomous organization under Ministry of Human Resource Development, Government of India, has mandate for conduct of public examination at secondary and senior secondary level for its affiliated schools in India and abroad. The main objectives are to serve the educational Institutions more effectively and to be responsive to the educational needs of the students. The Board has approximately 11,500 schools affiliated with it including around 150 schools in twenty one countries. Thus, the outreach of the Board is at National as well as International level. There are nearly 1 crore students and approximately 2.60 lacs teachers in different grades in various private affiliated schools, schools of Kendriya Vidyalaya Sangathan, Navodaya Vidyalaya Samiti and Central Tibetan School Administration, Sainik Schools, Government schools etc.

1.1.2 The Board gives adequate thrust on quality education of students interspersed with value orientation and Life Skills. To achieve this, quality parameters are applicable to schools who seek affiliation with the Board. These are in areas of:

- Infrastructure
- Curriculum design and content
- Teacher support system
- Student support and guidance
- Learning resources
- Monitoring of standards
- Assessment Practices

1.1.3 Accreditation of Schools - Soon, the Board is launching the process of accreditation of schools to establish acceptable levels of quality which the schools would be required to achieve on the basis of self study, peer review and follow up. All schools will have to get accredited within 3-5 years.

1.1.4 Courses of Study - At secondary level, a student has to study compulsorily five subjects with two languages, Mathematics, Science and Social Science. The student may offer any of the 32 languages including 11 foreign languages. The scheme of Continuous and Comprehensive Evaluation (CCE) introduced by the Board in all its affiliated schools also includes number of co-scholastic areas taking care of holistic personality of the learner.

1.2 Objectives of CBSE

The Board was primarily set up to achieve certain interlinked objectives such as:

- (i) to fulfill the educational requirements of those students whose parents were employed in transferable jobs
- (ii) to affiliate institutions for the purpose of examination
- (iii) to raise the academic standards of schools in the country
- (iv) to prescribe and update the course of instructions for examinations.

- (v) to prescribe conditions of examinations and conduct public examinations at the end of classes X and XII.
- (vi) to grant qualifying certificates to successful candidates studying in affiliated schools.

1.3 Examinations Conducted by the Board

- Senior School Certificate Examination (Grade 12) with approx 7.70 lacs candidates in 2011
- Secondary School Examination (Grade 10) with approx.10.62 lacs candidates in 2011
- All India Pre-Medical/Pre-Dental Entrance Examination (AIPMT) with approx. 2.57 lacs candidates in 2011 under direction of Hon'ble Supreme Court of India
- All India Entrance Test Examination for Jawahar Navodaya Vidyalayas (catering quality education to academically bright students of economically weaker sections of rural background) with approx 14.22 lacs candidates in 2010 on behalf of Navodaya Vidyalaya Samitis.
- All Indian Engineering Entrance Examination (AIEEE) with approx 11.14 lacs candidates in 2011 on behalf of Ministry of Human Resource Development, Govt. of India.
- First Central Teacher Eligibility Test (CTET) with approx 8.0 lacs candidates in June 2011.

1.4 All schools affiliated with the Board are expected to follow Affiliation Bye laws, which are available on the Board's website. Under the said Bye laws, every school shall have student teacher ratio of 30:1 and a section teacher ratio of 1:1.5.

1.5 Proposed Centre on Public Private Partnership Model

1.5.1 The Board recognizes the need and importance of creating and providing educational resources that ensure international standard quality education to the system. The intention is to have highly empowered teachers in every classroom in the next few years. This demands serious thinking about visualizing, planning, collecting information and expertise to design strategies for meeting the desired targets.

1.5.2 Accordingly, the Board has decided to establish "Centre for Assessment, Evaluation and Research" (the **Project**) through public private participation (PPP) to develop international capabilities and resources for its schools and teachers. The centre will, in particular, help Board to achieve its objectives mentioned at Sl. No. (iii), (iv) and (vi) of para 1.2 above. The Centre will establish best practices in School Based Assessment (SBA), teaching techniques, entrance examinations, conduct research and strengthen student learning. The programs of the Centre might include wide range of functions including preparing assessment frameworks, adapting and preparing assessment tools, developing materials, teacher development as professional assessor and development of professional standards amongst others. The proposed partnership intends to enrich and take the Board's present practices to world class levels with the help of expertise and experience of the partner.

1.5.3 The Board had decided to carry out the bidding process for selection of the prospective private organization (the **Bidder**) to whom the project may be awarded.

1.5.4 The Board has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage (the "**Technical Qualification Stage**") of the process involves qualification of interested parties in accordance with the provisions of tender. At the end of this stage, the Board would short list suitable technically qualified tenders for participation in the second stage of the Bidding Process (the "**Financial Bid stage**").

- 1.5.5 The interested agencies are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the due date for submission of bids (the “**Bid Due Date**”).
- 1.5.6 The Selected Bidder, who is “not-for-profit organization”, shall be responsible for investment in creation of resources and draw on its own experience and expertise across a range of key educational areas in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder (“Concessionaire”) and the Board after acceptance of Letter of Award (the “**LOA**”) by the selected bidder.

1.6 Vision and Objectives of the Centre

1.6.1 Vision for the Centre

It is envisaged that a symbiosis of the expertise and experience of the Board and the partner organization will help in bringing about an overall improvement in the quality of learning, assessment, research and professional development.

1.6.2 Specific Objectives

The proposed Centre is expected to

- create research capability and assessment practices of international quality.
 - improve standard of public examination and assessment practices in schools
 - process monitoring through feedback and input regarding levels of student’s learning
 - provide professional development of Principals, teachers and other personnel.
 - conduct research into policies and programs that can improve student learning and teaching quality.
 - provide insight and support to study existing school based assessment practices and strengthen the same.
 - Develop support materials and publish support materials and research based materials to strengthen school based process and practices.
 - conduct National and International conferences, seminars, symposia etc on areas of relevance
 - to facilitate scholarships and other Exchange Programs with other International Institutes of repute.
- 1.7 The statements and explanations contained in this TENDER are intended to provide a proper understanding to the Bidders about the subject matter of this TENDER and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Board’s rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this TENDER or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this TENDER are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Board.
- 1.8 The Board shall receive Bids pursuant to this TENDER in accordance with the terms set forth in this TENDER and other documents to be provided by the Board pursuant to this TENDER (collectively the “**Bidding Documents**”), as modified, altered, amended and clarified from time to time by the Board, and all Bids shall be prepared and submitted in accordance with such terms.

- 1.9 A Bidder is required to deposit, along with its Bid, a bid security (the "**Bid Security**") of Rs 1,00,000/- (Rupees One Lac), refundable not later than 60 days from the Bid Due Date except in the case of the Selected Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Board, 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 Board and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The bid security has to be in favour of Secretary, CBSE drawn on any scheduled commercial bank in India and payable at Delhi.
- 1.10 Generally, the Bidder shall be evaluated in accordance with the terms and prerequisites of the tender to qualify the technical stage and to be eligible for the financial bid stage.
- 1.11 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession.
- 1.12 The Financial Bids are invited for the Project on the basis of "**reasonableness**" of the project cost to be assessed on Cash Flow proposed for recurring income and expenditure by the Bidder along with associated risk and assumptions for the project cost. The Project shall be awarded to the Bidder, who qualify the above criteria and takes minimum time period to reach stage of 'break-even' during the first three years. The time period to reach the stage of "break even" shall be the criteria for evaluation of financial bids and the Project will be awarded to the Bidder quoting the minimum time period as stated above.
- 1.13 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this TENDER.
- 1.14 Any queries or request for additional information concerning this TENDER shall be submitted in writing or by fax to Shri R.P.Sharma (011 23211200) and e-mail (science.cbse@gmail.com). The envelopes/ communication shall clearly bear the following identification/ title:" Queries/Request for Additional Information: TENDER for Establishing the Centre for Assessment, Evaluation and Research".

Schedule of Bidding Process

The Board shall endeavor to adhere to the following schedule:

Event Description Date

1. Last date for receiving queries	28.06.2011
2. Board's response to queries latest by	29.06.2011
3. Pre-Bid meeting	01.07.2011
4. Bid Due Date	18.07.2011 up to 5:00 p.m.
5. Opening of Bids	18.07.2011 at 5:30 p.m
6. Validity of Bids	120 days of Bid Due Date

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 A Bidder is eligible to submit only one Bid for the Project.
- 2.1.2 The Bid should be furnished in the format at Appendix – I & II and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.3. The Bid shall consist of a technical bid document with all supporting papers and the financial bid shall consist of detailed project cost of recurring/ operating expenditure as well as cash flow of income and expenditure for the first three years, risk and assumption involved in the project as well as time period to reach stage of "break even" as per the terms and conditions of this TENDER. The technical and financial bids should be sealed and marked in accordance to Clause 2.9 of the tender.
- 2.1.4 The Bidder shall deposit a Bid Security- i.e. Rs. 1,00,000/- (Rupees One Lac) in accordance with the provisions of this TENDER along with the technical Bid. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee, acceptable to the Board as enumerated in clause 1.9 above.
- 2.1.5 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 days from the Bid Due Date, and may be extended by the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 60 days from the Bid Due Date except in the case of the Selected Bidder.
- 2.1.6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid
- 2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language
- 2.1.8. The Bidding Documents including this TENDER and all attached documents are and shall remain the property of the Board and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Board will not return any Bid or any information provided along therewith.
- 2.1.9. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Board shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Board for, inter alia, the time, cost and effort of the Board, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - (i) such Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or

(vi) such Bidder has participated as a consultant to the Board in the preparation of any documents, design or technical specifications of the Project.

2.1.10 A Bidder shall be liable for **disqualification and forfeiture** of Bid Security if any legal, financial or technical adviser of the Board in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Board, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Board may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Board being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

2.1.11 This TENDER is not transferable.

2.1.12 Any award of Concession pursuant to this TENDER shall be subject to the terms of Bidding Documents

2.2 Cost of Bidding

The tender processing fee is Rs. 5000/- which could be deposited either through DD drawn in favour of Secretary, CBSE payable at Delhi or could be deposited in cash with the Board. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Board will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Verification of information

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Board;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Board.
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss etc. from the Board, or a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.2 The Board shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or

relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Board.

2.4 Right to accept and to reject any or all Bids

2.4.1 Notwithstanding anything contained in this TENDER, the Board reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.4.2 The Board reserves the right to reject any Bid and appropriate the Bid Security if:
(a) at any time, a material misrepresentation is made or uncovered, or
b) the Bidder does not provide, within the time specified by the Board, the supplemental information sought by the Board for evaluation of the Bid.

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

(i) invite the remaining Bidders to submit Bids in accordance with Clause 4.3.1 and 4.3.2; or
(ii) take any such measure as may be deemed fit in the sole discretion of the Board, including annulment of the Bidding Process.

2.4.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Board, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by the Board to the Bidder, without the Board being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Board shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Board for, inter alia, time, cost and effort of the Board, without prejudice to any other right or remedy that may be available to the Board.

2.4.4 The Board reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender. Failure of the Board to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Board thereunder.

B. DOCUMENTS

2.5 Contents of the TENDER

2.5.1 This TENDER comprises the Disclaimer setforth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Establishment of the Centre
Section 4. Evaluation of Bids

- Section 5. Fraud and Corrupt Practices
- Section 6 Pre-Bid Conference
- Section 7. Miscellaneous

Appendices

- Letter from the Bidder
- I. Technical Bid
- II. Financial Bid

2.6 Clarifications

- 2.6.1 Bidders requiring any clarification on the TENDER may notify the Board in writing or by fax and e-mail in accordance with Clause 1.14. They should send in their queries before the date mentioned in the Schedule of Bidding Process. The Board shall endeavor to respond to the queries expeditiously, the responses will be sent by fax or e-mail. The Board will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.6.2 The Board shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Board 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 Board to respond to any question or to provide any clarification.
- 2.6.3 The Board may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Board shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Board or its employees or representatives shall not in any way or manner be binding on the Board.

2.7 Amendment of TENDER

- 2.7.1 At any time prior to the deadline for submission of Bids, the Board may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the TENDER by the issuance of Addenda.
- 2.7.2 Any Addendum thus issued will be placed on Board's website.
- 2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Board may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.8 Format and Signing of Bid

- 2.8.1 The Bidder shall provide all the information sought under this TENDER. The Board will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.8.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- 2.8.3 The bidder could download the bidding document and submit them in the format and relevant document in accordance with the bidding document.

2.9 Sealing and Marking of Bids

- 2.9.1 The Bidder shall submit the Technical Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as “TECHNICAL BID of CENTRE FOR ASSESSMENT, EVALUATION AND RESEARCH”.
- 2.9.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:
- a) Bid Security;
 - b) Supporting documents
- 2.9.3 The Bidder shall submit the Financial Bid in the format specified at Appendix-II, and seal it in an envelope and mark the envelope as “COMMERCIAL BID of CENTRE FOR ASSESSMENT, EVALUATION AND RESEARCH”
- 2.9.4 The envelope specified in Clauses 2.9.1 and clause 2.9.2 (both placed in one envelope) and another envelope for clause 2.9.3 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: “Bid for the Centre for Assessment, Evaluation and Research” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.
- 2.9.5 Each of the envelopes shall be addressed to so as to reach latest by 18.07.2011 by 5:00 p.m.:
- The Joint Secretary (A&L)
Central Board of Secondary Education
Shiksha Kendra
2 Community Centre, Preet Vihar
Delhi 110092
- 2.9.6 If the envelopes are not sealed and marked as instructed above, the Board assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 2.9.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Bid Due Date

- 2.10.1 Bids should be submitted up to 5:00 pm IST on the Bid Due Date at the address provided in Clause 2.9.5 in the manner and form as detailed in this TENDER. A receipt thereof should be obtained from the office of the person specified at Clause 2.9.5.
- 2.10.2 The Board may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.7 uniformly for all Bidders.

2.11 Late Bids

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

2.12 Contents of the Bid

- 2.12.1 The Bid shall be furnished in the format at Appendix – I & II. The Appendix I shall contain all the details desired in the document with all documentary evidences duly certified by the authorized signatory. The appendix II shall consist of a project cost estimates, cash flow of operating income and expenditure, associated risks & assumption alongwith the time period to reach stage of “break even” during the first three years. The Bidder shall specify (in Indian Rupees) estimates offered by him, to undertake the Project in accordance with this TENDER and the provisions of the Concession Agreement.
- 2.12.2 The Project will be awarded to the Bidder quoting the minimum time period to reach stage of “break even” during the initial three years as enumerated in clause 1.12 of the TENDER
- 2.12.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this TENDER.

2.13 Modifications/ Substitution/ Withdrawal of Bids

- 2.13.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Board prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.13.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.9, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.13.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Board, shall be disregarded.

2.14 Rejection of Bids

- 2.14.1 The Board reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Board to accept any Bid or to give any reasons for their decision.
- 2.14.2 The Board reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.15 Validity of Bids

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

2.16 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Board in relation to or matters arising out of, or concerning the Bidding Process. The Board will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Board 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 Board.

2.17 Correspondence with the Bidder

The Board shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.18 Bid Security

- 2.18.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.4 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled commercial Bank in India having a net worth of at least Rs. 1,00 crore, in favour of the Secretary, Central Board of Secondary Education payable at Delhi and having a validity period of not less than 120 days from the Bid Due Date, as may be extended by the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.18.2 Bid Security can also be in the form of a demand draft issued by a Scheduled commercial Bank in India, drawn in favour of the Secretary, CBSE and payable at Delhi (the “**Demand Draft**”). The Board shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.18.3 Any Bid not accompanied by the Bid Security shall be rejected by the Board as non-responsive.
- 2.18.4 The Bid Security of unsuccessful Bidders will be returned by the Board, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Board. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Board give the name and address of the person in whose favour the said demand draft shall be drawn by the Board for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.18.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Board may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.18.6 The Board shall be entitled to forfeit and appropriate the Bid Security as compensation / damages to the Board in any of the events specified in Clause 2.18.7 herein below. The Bidder, by submitting its Bid pursuant to this TENDER, shall be deemed to have acknowledged and confirmed that the Board will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.18.7 The Bid Security shall be forfeited and appropriated by the Board as compensation and damages payable to the Board for, inter alia, time, cost and effort of the Board without prejudice to any

other right or remedy that may be available to the Board hereunder or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in section 5 of this TENDER;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this TENDER and as extended by the Bidder from time to time;
- d) In the case of Selected Bidder, if it fails within the specified time limit -
 - i) to sign the Concession Agreement and/or
 - ii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement; or
- e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. ESTABLISHMENT OF THE CENTRE

3.1 General Considerations

The Centre will be established on Public Private Partnership model. The character of the Centre will be 'not-for-profit'. The Board shall get a society (the "**Society**") registered under Societies Registration Act, 1860 with seven members on board and this Society shall run the Centre. The Society shall have representatives of the Board as well as the government. However, the President of the Society will be nominated by the Board.

The general operational elements for establishment of the Centre will be:

- The Centre will function through an **Executive Council** (the "**Council**") and the Chairman of the Board shall also be the Chairman of this Council. Initially, the Council will have following members-
 - (a) Three members, who are Experts in the field of Professional Development of Teachers, Assessment & Evaluation and Research & Innovation, to be nominated by the Board
 - (b) Two members, who are Experts in the field of Professional Development, Assessment & Evaluation and Research & Innovation, to be nominated by the partner organization.
 - (c) One member representing the partner organization
 - (d) One member representing the Board
 - (e) Head of the Centre, who shall be the member-secretary of the council.
- The Head of the Centre will be selected by the Board through due process of Search-cum-Selection method.
- The selection of staff of the Centre will be done by the Council.
- Any other matter not mentioned in the Concession Agreement and/ or Scope of Work but is essential for furtherance of the objective of the Centre can be decided by the Council.
- In the initial stages of three years, the Centre shall confine its activity within the geographical limits of India. However, the Council may approve specific International assignment.
- The required infrastructure and other incidental support will be provided by the Board.
- The partner organisation will invest appropriately to meet the initial expenditure incurred in making the Centre function effectively. The Centre is expected to generate its own financial resources through projects, publications and empowerment programmes etc. at a later stage.
- All major decisions such as projects to be undertaken, collaborating with state, national and international agencies, research activities, identifying the growth path for the Centre etc. will be taken by the Council
- In the initial stages, the Centre shall not create specific departments but would function as a cohesive and composite team on cross functional basis. Later on, the Centre envisages structural organisation.
- During the initial three years and/ or thereafter, the partner organisation as well as the Board shall have option to terminate the arrangement through prior notice and on terms mutually agreed.

3.2 Financial parameters

The initial expenditure for creating physical infrastructure and other incidental support will be borne by the Board. Thereafter, recurring/ operational expenditure related to running the Centre for carrying out its activities will be borne by the partner organisation. It is expected that the Centre will start generating its own financial resources through different projects in due course and become self-supporting and economically independent in a span of three years.

Till the Centre becomes self sustainable, the Centre will hire experts and professionals on “contract/project basis” and would function with staff strength of not more than 20 professionals. The Centre may decide the revenue heads such as publication, consultancy, and capacity building etc to realize and augment resources with the approval of the Council. It is pertinent to mention that the resources/ revenue generated by the Centre shall be utilized only for the Centre and any diversion/ repatriation of fund in any form shall not be permitted. However, the Board reserves the right to switch over to regular organizational structure earlier as well based on performance of the Centre.

3.3. Functional Areas of the Centre

The Centre will focus on educational assessment and will have the following functional areas:

1. Research and Innovation
2. Publications and Documentation
3. Professional Development and Leadership
4. Educational Assessment
5. The centre will also have an independent digital portal.

3.3.1. Research and Innovation

This will be responsible for establishing school based action research guidelines and will aim to create trial and support the implementation of reforms.

They will also undertake research based support for improvement of different examinations conducted by the Board and other Boards.

3.3.2 Publications and Documentation:

This will be responsible to select, produce and publish resources including tests, kits, books for professional practitioners in education, psychology, parent education, special needs etc. It will also develop and publish materials for teacher empowerment and strengthening classroom transaction in scholastic and co-scholastic areas, action research studies etc. Research materials, Monographs, Technical papers and other dissemination material related to different educational aspects will be published regularly to share research findings with all the stakeholders. These materials on curriculum, best assessment practices and teacher empowerment will provide a platform to teachers and educationist to share their experience. It will have digital portal to operationalise the Centre.

3.3.3 Professional Development and Leadership

This will aim to strengthen the teaching profession and to monitor the progress and achievements of educational leaders and teachers. The roles carried out would also possibly include advise on professional recruitment strategies, in-service teacher education, professional learning and leadership, teacher evaluation and career development. It will work closely with schools in the area of in-service training as all teachers need to be empowered in the areas of assessment for learning including creating, and designing good test items and analysis of test data.

3.3.4. Educational Assessment

This will be responsible for establishing guidelines on school based assessment and will aim to create, trial and support the implementation of school based assessment as well as improving quality of public examination. This will include training of schools heads, subject teaches, and paper setters as well as moderators of papers in drafting good test items, trialing test items through schools, collecting data and analyzing performance and developing rubrics for tasks and marking schemes. The focus would also include capacity building in the areas of School Based Assessment, Entry level examinations, Curriculum Development, Measurement & Assessment, Assessment resources & instruction material etc.

4. EVALUATION OF BIDS

4.1 Opening and Evaluation of Bids

- 4.1.1 The Board shall open the Bids at 05:30 p.m. on 18.07.2011 IST on the Bid Due Date, at the place specified in Clause 2.9.5 and in the presence of the Bidders who choose to attend.
- 4.1.2 The Board will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4. The Financial Bids of the technically qualified bidders shall be opened on a later date with prior intimation to all such eligible bidders.
- 4.1.3 To facilitate evaluation of Bids, the Board may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.2 Tests of responsiveness

- 4.2.1 Prior to evaluation of Bids, the Board shall determine whether each Bid is responsive to the requirements of the TENDER. A Bid shall be considered responsive only if:
 - (a) it is received as per the format at Appendix – I & II ;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;
 - (c) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.8 and 2.9;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.4;
 - (e) it contains all the information (complete in all respects) as requested in this TENDER and/or Bidding Documents (in formats same as those specified);
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 4.2.2 The Board reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Board in respect of such Bid.

4.3 Selection of Bidder

- 4.3.1 The Bidders are required to submit technical bid as per Appendix I, which shall be evaluated by a Committee in accordance to the bidding documents and to submit a detailed project cost estimates/analysis for a period of first three years (till Centre becomes self-sustainable) as per appendix II on the basis of given information. The Board will assess the “**reasonableness**” of the project cost on the basis of proposed Cash Flow of recurring income and expenditure and the

associated risks and assumptions by the Bidder. The Bidder adjudged as responsive in terms of Clause 4.2.1 and who qualify the above technical criteria and takes minimum time period to reach stage of 'break-even' during the first three years shall be declared as the selected Bidder (the "**Selected Bidder**").

- 4.3.2 In the event that both the Bidders quote the same period (the "**Tie Bidders**"), the Board shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 4.3.3 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Board to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Board may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Board on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 4.3.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the prescribed period. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

4.4 Contacts during Bid Evaluation

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

5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Board shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Board shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Board towards, inter alia, time, cost and effort of the Board, without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise.
- 5.2 Without prejudice to the rights of the Board under Clause 5.1 hereinabove and the rights and remedies which the Board may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender issued by the Board during a period of 2 (two) years

from the date such Bidder or Concessionaire, as the case may be, is found by the Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.3 For the purposes of this Section 5, 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 Board 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 Board, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Board in relation to any matter concerning the Project;

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

(c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. PRE-BID CONFERENCE

6.1 Pre-Bid conferences of the Bidders shall be convened at the designated date whereas time and place shall be intimated later through Board’s website. Only those persons who have downloaded the TENDER document and have paid the Tender cost shall be allowed to participate in the Pre-Bid conferences. A maximum of two representatives of each Bidder shall be allowed to participate on production of Board/ Bank’s receipt as evidence of purchase of the document.

6.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Board. The Board shall endeavor 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.

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The Board, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Board by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Board, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Letter from the Bidder

Dated:

The Joint Secretary (A&L)
Central Board of Secondary Education
2, Community Centre
Preet Vihar
Delhi -110092

Sub: Bid for Establishment of Centre for Assessment, Evaluation and Research on public private partnership mode- reg

Dear Sir,

With reference to your TENDER document dated -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the establishment of centre for assessment, evaluation and research.
4. I/ We shall make available to the Board any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Board to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Board.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.9 and 2.1.10 of the TENDER 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 5.3 of the TENDER document, in respect of any tender or Tender issued by or any agreement entered into with the Board 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 5 of the TENDER, 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 Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.4 of the TENDER document.
9. I/ We believe that we meet the requirements as specified in the tender document and are/ is qualified to submit a Bid.
10. I/ We declare that we are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board

- which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we 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 Board is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 14. I/ We further certify that we are not disqualified in terms of the criteria specified in the TENDER.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Board of the same immediately.
 16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the tender I/We shall inform the Board forthwith along with all relevant particulars and the Board may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Board being liable to us in any manner whatsoever.
 17. 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 Board in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 19. I/We have studied all the Bidding Documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Board or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
 20. The Project operational cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the TENDER, our own estimates of costs and after a careful assessment of the proposed centre and all the conditions that may affect the Bid.
 21. I/We offer a Bid Security of Rs 1, 00,000/- (Rupees One Lac only) to the Board in accordance with the TENDER Document.
 22. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
 23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
 24. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the TENDER.
 25. I/We agree and undertake to abide by all the terms and conditions of the TENDER document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the TENDER document.

Date:
Place:

Yours faithfully,
(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm

(A) TECHNICAL BID FORMAT

S.No.	Qualifying Criteria	Details of Enclosures (documentary evidence)
1	TENDER processing fee (Rs 5,000/-)	
2	Bid Security (Rs 1,00,000/-)	
3	‘Not for Profit Organsiation’	
4	Prior Experience (05 years) of Working with Education Sector and national Education Departments in developed and developing countries	
5	National and International presence and expertise (10 years) in area of Educational Assessment, Research and Professional Development of Educators, Heads of Institution and Teachers	
6	Experience, capacity and resources for establishing and managing different departments within the Centre	
7	Providing standards and benchmarks for institutions/agencies working in education sector in areas of curriculum reform, assessment ,evaluation and teacher training	
8	Capacity to take on action research especially in reforms initiated on a turn key basis	
9	Proven capacity to analyze data received through research in the field and uses it for monitoring and evaluation.	
10	Capacity to develop, print and publish reports, journals, documents, books and support materials of international standards.	
11	Expertise and capacity to network with all the stakeholders	
12	Financial capacity to support the Centre till the time it becomes self sustainable	
13	Capability to equip the Centre to become self-sustainable in reasonable time through its various programs.	
14	Prototype and concept note summarizing organization’s proposal of the Centre	

(B) OTHER DETAILS OF THE ORGANISATION

Section 1. Organizational details :		
1.1	Name of the Agency/ Organization/Firm	
1.2	Full Address (Representative Office in India)	
1.3	Full Address (Registered)	

1.4	Phone No.	
1.5	Fax No.	
1.6	E-Mail ID	
1.7	Authorized Contact Person	
1.8	Year of Establishment	
1.9	Year of Commencement of of work in Education Sector	
1.10	Area of Expertise :	
Section 2. Firm Registration & Financial Details :		
2.1	Registration No. of the Agency along with details of the Authority (attach copies)	
2.2	Sources of funding	

Date:
Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm

FINANCIAL BID FORMAT: (in INR)

I/We hereby submit our detailed project operational cost estimates for the Centre for initial three years and

- **details of operational expenditure to arrange all resources for Financial input, academic expertise and capacity building necessary to establish the Centre in accordance with the Bidding Documents**
- **details of proposed cash flow of income of the Centre during the first three years.**
- **Associated Risks and assumptions with the above proposal**
- **Time period (in months/years) required to reach the stage of “ break -even”**

Date:
Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm