

**UTTARAKHAND SABHI KE LIYE MADHYAMIK SHIKSHA
PARISHAD (USMSP)**

GOVERNMENT OF UTTARAKHAND

Request for Proposal

for

**Implementation of the Vocational Education
Programme in Secondary Schools of Uttarakhand**

Due on 29th April, 2015

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Rashtriya Madhyamik Shiksha Abhiyan

DISCLAIMER

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

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

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

CONTENTS OF RFP DOCUMENT

Part I	Instructions to Bidders
Part II	Draft Agreement

Part I

Instructions to Bidders

1. BIDDING PROCEDURE

A. General

1.1 Scope of Proposal

1.1.1 Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Government of Uttarakhand, (hereinafter referred to as "USMSP") invites detailed proposals (Key Submissions, Technical Proposal and Financial Proposals) from Bidders for IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND (hereinafter referred as "The Project").

1.1.2 USMSP has implemented various projects at secondary and senior secondary school level under the umbrella of Rashtriya Madhyamik Shiksha Abhiyan, to provide quality education to the students.

1.1.3 USMSP is now implementing Vocational Education Programme in secondary schools for students of class IX to XII studying in Govt. secondary school of the state.

1.1.4 The programme is designed to run in four phases in a span of four years. In the first phase, 44 schools of plain and hilly terrain of 13 districts will be taken up wherein approximately 2200 students would be catered.

1.1.5 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document ("Evaluation Methodology") in order to identify the successful Bidder for the Project ("Successful Bidder"). The Successful Bidder would then have to enter into a Service Agreement with USMSP and perform the obligations as stipulated therein, in respect of the Project.

1.1.6 Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the Draft Service Agreement.

1.1.7 The Project Schools are divided into two categories "Hill" & "Plain". There are 25 schools in plain area and 19 schools in hill area. The categorization is only in terms of payments for teacher's services. Bidders will be required to take all the schools for project implementation.

1.2 Eligible Bidders

1.2.1 Bidders who qualify as per the technical and financial qualification norms shall be eligible to bid for this project.

1.2.2 No consortium or joint bidders shall be eligible to bid for this project. Bidders shall be an entity as described in clause 1.22

1.2.3 Bidders shall acknowledge receipt of this RFP Document and notify their intention to bid for the Project in the format provided as Appendix 1.

1.2.4 Bidders shall provide such evidence of their continued eligibility to the satisfaction of USMSP, as the USMSP may reasonably request.

1.3 Number of Proposals

1.3.1 Each Bidder shall submit only one (1) Proposal for the Project in response to this RFP Document. Any entity, which submits or participates in more than one Proposal for the same Project will be disqualified.

1.4 Proposal Preparation Cost

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

1.5 Contents of RFP Document

1.5.1 The RFP Document consists of 2 Parts as listed below and would include any addenda issued in accordance with Clause 1.8.

Part I	Instructions to Bidders
Part II	Draft Service Agreement

1.6 Clarifications

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

1.7 Amendment of RFP Document

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

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

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

B. Preparation and Submission of Proposal

1.8 Language and Currency

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

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

1.9 Bid Security

1.9.1 Proposals would need to be accompanied by a Bid Security for an amount of Rs 5.00 lakhs (Rupees Five Lakhs Only) in the form of a bank guarantee from Nationalized Bank, as per Appendix 4.

1.9.2 The Bid Security shall be kept valid through the Proposal Validity Period and would be required to be extended if so required by USMSP.

1.9.3 The Bid Security shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Draft Service Agreement.

1.9.4 The Bid Security shall be forfeited in the following cases:

If the Bidder withdraws its Proposal except as provided in Clause 1.18;

- (a) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
- (b) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by USMSP.

1.10 Validity of Proposal

- 1.10.1 The Proposal shall indicate that it would remain valid for a period not less than 9 months from the Proposal Due Date (Proposal Validity Period). USMSP reserves the right to reject any Proposal that does not meet this requirement.
- 1.10.2 Prior to expiry of the original Proposal Validity Period, USMSP may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 1.10 of this document in all respects.
- 1.10.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Draft Service Agreement.

1.11 Project Inspection/Site Visit

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

1.12 Bidder's Responsibility

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

1.12.3 USMSP shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.13 Pre-Proposal Meeting

1.13.1 To clarify and discuss issues with respect to the Project and the RFP Document, USMSP will hold Pre-Proposal meetings on date specified in the schedule of bidding process.

1.13.2 Prior to the Pre-Proposal meetings, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Draft Service Agreement. Bidders must formulate their responses and forward the same to USMSP at least seven (7) days prior to the meeting. USMSP may amend the RFP Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion.

1.13.3 Bidders may note that USMSP will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Draft Service Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

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

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

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

ATTN. OF: The State Project Director
ADDRESS: Uttarakhand Sabhi Ke Liye Madhyamik Shiksha
Parishad, School Education Directorate,
Uttarakhand, Nanoorkhera, Tapovan Road
Dehradun - 248 001

1.13.7 No interpretation, revision, or other communication from USMSP regarding this solicitation is valid unless in writing and is signed by Project Director, Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad or its authorised representative. USMSP may choose to send to all Bidders, written copies of USMSP's responses, including a description of the enquiry but without identifying its source to all the Bidders.

1.14 Format and Signing of Proposal

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

1.14.2 The Proposal should be submitted in three parts:

Part 1 : Key Submissions, which would include:

- i. Covering Letter cum Project Undertaking as per Appendix 2 stating the Proposal Validity Period
- ii. Anti-Collusion Certificate as per Appendix 3
- iii. Bid Security in the form of Bank Guarantee
- iv. Bank Draft towards cost of RFP Document or copy of the receipt, if hard copy of RFP is purchased
- v. Required Affidavits
- vi. *Certificate of Sector Skill Council Affiliation or NSDC approved Vocational Training Partner*

Part 2: Technical Proposal would include:

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

Part 3: Financial Proposal as per the format set out in Appendix 5 and shall be **submitted at the E-procurement portal only**.

1.14.3 The Bidder shall prepare one original of the documents comprising the Proposal as described in Clause 1.16, clearly marked "ORIGINAL". In addition, the Bidder shall make one copy of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

1.14.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

1.14.5 The Proposal and the copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

1.15 Sealing and Marking of Proposals

1.15.1 The Bidder shall seal the Key Submissions and Technical Proposal in separate envelopes, duly marking the envelopes as "KEY SUBMISSIONS" and "TECHNICAL PROPOSAL". These envelopes shall then be sealed in an outer envelope. The scanned copies Technical Capability Formats &

Key Submissions should be submitted at the e-procurement portal and hard copies as per instructions in subsequent clauses.

- 1.15.2 The original and the copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".
- 1.15.3 Each envelope shall indicate the name and address of the Bidder
- 1.15.4 The envelopes shall clearly bear the following identification:

**"Proposal for Implementation of the Vocational Education Programme in
Secondary Schools of Uttarakhand"**

"To be opened by Tender Opening Committee only"

and

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

- 1.15.5 The envelope shall be addressed to:
 - ATTN. OF: The State Project Director
 - ADDRESS: Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, School Education Directorate, Uttarakhand, Nanoorkhera, Tapovan Road
Dehradun - 248 001
- 1.15.6 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. USMSP assumes no responsibility for the misplacement or premature opening of such Proposal submitted.
- 1.16 Proposal Due Date**
 - 1.16.1 Proposals should be submitted before 1200 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 1.15.5 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.
 - 1.16.2 USMSP, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.8.

1.17 Late Proposals

- 1.17.1 Any Proposal received by USMSP after 1200 hours IST on the Proposal Due Date will be returned unopened to the Bidder.

1.18 Modification and Withdrawal of Proposals

- 1.18.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by USMSP before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date. Please refer <https://uktenders.gov.in/> for instructions to modify or withdraw bid through e-procurement portal.
- 1.18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.16 with outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" and also "KEY SUBMISSIONS", "TECHNICAL PROPOSAL" as appropriate.
- 1.18.3 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with Clause 1.9.4 of this document.

1.19 Tests of responsiveness

- 1.19.1 Prior to evaluation of Proposals, USMSP will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if
- (a) it is received by the Proposal Due Date.
 - (b) it is signed, sealed, and marked as stipulated in Clause 1.15.
 - (c) it contains the information and documents as requested in the RFP Document.
 - (d) it contains information in formats specified in the RFP Document.
 - (e) it mentions the proposal validity period as set out in Clause 1.10.
 - (f) it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by USMSP without communication with the Bidder). USMSP reserves the right to determine whether the information has been provided in reasonable detail.
 - (g) there are no inconsistencies between the Proposal and the supporting documents.
- 1.19.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

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

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

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

1.20 Confidentiality

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

1.21 Clarifications

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

1.22 Proposal Evaluation

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

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

Sl. No.	Criteria	Whether Met	Reference Details
1	The bidder should be a Company/Firm/Society/Trust registered in India and in existence in India for the last 3 years or more.	Yes/No	Certificate of Incorporation/Any other relevant document
2	The bidder should be a vocational training partner who is affiliated to the Sector Skill Council or approved by the National Skill Development Corporation (NSDC) as Training Partner	Yes/No	SSC Certificate of Affiliation / NSDC Vocation Training Partner MoU(Affiliation or MoU should be valid for the current academic year)
3	The bidder should have minimum average annual turnover of Rs1.00 Crores in the last 3 Financial <i>Years</i> (FY 11-12, FY 12-13 and FY 13-14) If bidder is applying for more than one Trade the Average Turnover should be as below : <ul style="list-style-type: none"> • 1 Trade :Rs. 1.00 Crore • 2 Trades :Rs. 2.00 Crore • 3 Trades :Rs. 3.00 Crore • 4 Trades :Rs. 4.00 Crore 	Yes/No	Audited Profit/Loss Statement and Balance Sheet and details as per Appendix 7
4	The bidder should have minimum network of Rs50 Lakhs as on March 31, 2014 If bidder is applying for more than one Trade the minimum Network should be as below : <ul style="list-style-type: none"> • 1 Trade :Rs. 50 Lakhs • 2 Trades :Rs. 1.00 Crore • 3 Trades :Rs. 1.50 Crore • 4 Trades :Rs. 2.00 Crore 	Yes/No	Audited Profit/Loss Statement and Balance Sheet and details as per Appendix 7
5	The Bidder should not have been blacklisted with any of the Central Government Department and any State Department on account of corrupt or fraudulent practices	Yes/No	Affidavit in this regard by the authorized signatory of the Bidder/Lead Member
6	No pending litigation against Bidder with any Central Govt. Department and any State Department	Yes/No	Affidavit in this regard by the authorized signatory of the Bidder/Lead Member
7	The applicant should have experience of deploying at least 50 instructors (<i>Vocational Teachers</i>) in various schools/offices/organizations/universities anywhere in India in the last three years.	Yes/No	Relevant Certificate(s) from Client
8	The applicant should have the experience to conduct such programme in 50 schools/offices/organizations/universities/institutes in any State of India in the last three	Yes/No	Certificate of Empanelment/ Experience Certificate from Client

Sl. No.	Criteria	Whether Met	Reference Details
	years.		
9	The applicant should have the experience to cater to 1000 students in such programme in schools/offices/organizations/universities/institutes in any State of India in the last two years.	Yes/No	Certificate of Empanelment/ Experience Certificate from Client
10	The bidder must have a minimum of 2 years' experience in implementation of such programme in schools/offices/organizations/universities/institutes anywhere in India.	Yes/No	The applicant shall provide certificate of Project Experience
11	The bidder should have tie-ups with industry in the related domain (specific to trade applied for) since last two years	Yes/No	Provide documentary evidence in form of contracts/MoUs
12	The bidder must have placed at <u>least 250 people</u> in selected domain (specific to trade applied for)	Yes/No	Provide documentary evidence of certificates of employment from the employers/relevant authorities.

- 1.22.3 Evaluation of Proposals shall be done through QCBS process and will have two stages.
- 1.22.4 The evaluation of the proposals shall be carried out in two steps, first the quality (technical proposal) and then the cost (financial proposal).
- 1.22.5 Evaluators of technical proposal shall not have access to the financial proposal until the technical evaluation is concluded.
- 1.22.6 Technical evaluation will be carried out on the basis of responsiveness to the key submission.
- 1.22.7 After the evaluation of quality is completed. Financial proposal of qualified firms shall be opened.
- 1.22.8 In Stage I of Proposal Evaluation, the Key Submissions submitted by the Bidders shall be checked for responsiveness with the requirements of the RFP Document.
- 1.22.9 The evaluation of Technical Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP Document. USMSP reserves the right to reject the Proposal of a Bidder without opening the Technical Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this RFP Document.

1.22.10 After checking the responsiveness of the Key submission, the Technical Proposal will be opened. The minimum qualifying marks of the Technical Capability Evaluation is 70 as mentioned in Clause 4.1.2.

1.23 Evaluation of the Financial Proposal

1.23.1 In Stage II, the Financial Proposals of all the Bidders who pass the Stage I evaluation will be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who choose to be present shall be required to sign and record their attendance. Financial Proposal Evaluation shall be conducted with the help of e-procurement portal.

1.23.2 Evaluation of Financial Proposal shall be done as per section 4.2 of this RFP Document.

1.24 Notifications

1.24.1 Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations as per the Procurement Rules 2008 and Rashtriya Madhyamik Shiksha Abhiyan Procurement and Financial Manual of GOI, USMSP shall declare the Preferred Bidder as Successful Bidder.

1.24.2 USMSP will notify the Successful Bidder and by an office order that its Proposal has been accepted.

1.25 USMSP's Right to Accept or Reject Proposal

1.25.1 USMSP reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

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

1.25.3 USMSP reserves the right to reject any Proposal if:

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

OR

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

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

- (a) either invite the next highest Bidder to match the Financial Proposal submitted by the highest Bidder;
- OR
- (b) take any such measure as may be deemed fit in the sole discretion of USMSP, including annulment of the bidding process.

1.26 Acknowledgement of Letter of Acceptance (LOA)

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

1.27 Execution of Service Agreement

- 1.27.1 The Successful Bidder shall execute the Service Agreement within six (6) weeks of the issue of LOA or such time as indicated by USMSP.
- 1.27.2 USMSP will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

1.28 Performance Security

- 1.28.1 The Successful Bidder shall furnish Performance Security of **for each trade agreement, as indicated below**, by way of an irrevocable Bank Guarantee issued by a scheduled bank located in India in favour of USMSP, as required under the Service Agreement.
 - IT :Rs. 15 Lakhs
 - Retail :Rs. 2 Lakhs
 - Automobile :Rs. 15 Lakhs
 - Patient Care :Rs. 5 lakhs
- 1.28.2 The Performance Security shall be in the form of an irrevocable Bank Guarantee in favour of USMSP, as per the format set out in **Appendix 10**. The Performance Security would be valid for the entire project term.
- 1.28.3 The Performance security shall be forfeited and en-cashed in the following cases:
 - (a) If the Successful Bidder withdraws from the project midway during the project term

- (b) If during the project term, there is any incident of gross professional negligence by the successful bidder.
- (c) Any other act or acts of the successful bidder which renders the project un-operational and USMSP establishes sufficient reasons to forfeit the performance guarantee.
- (d) If the bidder fails to meet the service levels as agreed.

1.29 Cost of RFP document

- 1.29.1 The cost of RFP document is **Rs. 5000.00 (Rupees Five Thousand Only)**, inclusive of VAT. The Proposals must accompany cost of RFP document in the form of a bank draft in favour of "The State Project Director, Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad" of **Rs. 5000.00 (Rupees Five Thousand Only)**.

2. SCHEDULE OF BIDDING PROCESS

USMSP would endeavour to adhere to the following schedule:

Sr. No.	Activity Description	Date
1.	Pre-Proposal meeting	17 th April, 2015
2.	Proposal Due Date	29 th April, 2015
3.	Opening of Technical Proposals	30 th April, 2015
4.	Opening of Financial Proposals	TBC

PRE BID MEETING: 17TH APRIL, 2015

VENUE:

State Project Office,
RashtriyaMadhyamikShikshaAbhiyan, Uttarakhand
Nanoorkhera, Tapovan Road,
Dehradun - 248 008
Uttarakhand.

BID SUBMISSION: ONLINE PART OF THE BID TO BE SUBMITTED AT E-PROCUREMENT PORTAL. THE ORIGINALS OF ALL KEY SUBMISSION AND TECHNICAL PROPOSAL TO BE SUBMITTED AS INSTRUCTED BELOW :

VENUE:

State Project Office,
RashtriyaMadhyamikShikshaAbhiyan, Uttarakhand
Nanoorkhera, Tapovan Road,
Dehradun - 248 008
Uttarakhand.

TIME: SUBMIT BEFORE 12.00 PM

CONTACT NUMBERS:

- (i) SH. R.P. DANDRIYAL : 9412413005
- (ii) DR. MOHAN SINGH BISHT : 9997165646
- (iii) STATE PROJECT OFFICE : 01352780422

3. SCOPE OF THE PROJECT

The Government of India had brought out a revised Centrally Sponsored Scheme of Vocationalisation of Secondary Education (CSSVE) by integrating employability education into School Education in September 2011. The scheme is operated within the National Skills Qualifications Framework (NSQF), earlier called NVEQF, which establishes a system of clear educational pathways from school to higher education while providing certification of vocational skills. Uttarakhand State has decided to implement National Skills Qualifications Framework (NSQF) in Uttarakhand from academic year 2014-15 and it as approved by MHRD, GoI. This aims to start the project at Class 9th (Level-1) in 44 government schools in Uttarakhand with the goal to make students employable when they complete secondary education. The schools have already been identified by State. The Project will adopt new curriculum, course content and pedagogy, hire and train qualified teachers, introduce the program in schools, monitor and evaluate its progress, etc.as per the guidelines and norms of MHRD-GOI.

3.1. Project Overview

- a) Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad has implemented various projects at secondary and senior secondary school level under the umbrella of Rashtriya Madhyamik Shiksha Abhiyan, to provide quality education to the students.
- b) Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad is now implementing Vocational Education Programme in secondary schools for students of class IX to XII studying in Govt. secondary school of the state.
- c) The programme is designed to run in four phases in a span of four years. In the first phase, 44 schools of plain and hilly terrain of 13 districts will be taken up wherein approximately 2200 students would be catered.

3.2. Scope of work

The service provider will be responsible for the following in the proposed programme covering 44 secondary and senior secondary schools. Among these 25 schools are situated in plain area and 19 schools are situated in hilly area. On the basis of performance of the selected bidder the programme may be extended to other schools as well in near future in all the ground related to scope of work.

- a) Provide resource persons including teachers/skill trainers, skill knowledge providers, industry coordinators, guest faculty as per requirement of the project.

- b) To provide 02 vocational teachers for each school as ear marked for the programme and for each trade per school in selected school of plain and hilly area as per the trade. First Year 1 Teacher per trade would be required and in the subsequent year 2 such teachers would be required. (Qualification of teacher is **Annexure-2**)
- c) To ensure procurement of tools, equipment and computers in all 44 schools as per detail:
- i. Automobile – 31 labs
 - ii. IT/ITes – 39 labs
 - iii. Retail – 07 labs
 - iv. Patient Care – 11 labs
- (List and specification of lab equipments and tools is **Annexure-3**)
- d) To ensure arrangement of maintenance of tools and equipments, software and e-learning material asand when required.
- e) To ensure hands on skill training to students in industrial and commercial establishments.
- f) To ensure internal assessment of the students.
- g) To ensure theoretical and practical classes as perNSQF guidelines.
- h) To ensure students, parents, teachers and community mobilization in selected schools.
- i) To create awareness among the students, parents, teachers and community for the vocational education.
- j) To provide guidance and counselling services to the students as and when required.
- k) To ensure industry visit to the student for their improvement in practical exposure.
- l) *To arrange for stationary if required in selected schools.*
- m) *To ensure placement to the students in related job market after passing out the level IV certificate.*
- n) *To organize minimum 20 guest faculty lecture in each related subject/trade in every selected schools in one academic year.*

3.3. Project Implementation Timelines

S.No.	Activity	Timeline
1	Signing of the Agreement	T
2	Manpower Deployment	T+30Days
3	Setting up the labs	T+30Days
4	Project Roll-out	T+45Days

T, as referred above, is the date of signing of agreement.

3.4 Contract Period

Initial contract period shall be for 4 (four) years and shall be extended for if the performance is found satisfactory.

3.5. Project Site :

44 schools have been selected for the project. The list of school is provided at **Annexure-3**

4. EVALUATION METHODOLOGY

4.1 Evaluation of Technical Proposal

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

Sl. No.	Criteria	Max. Marks	Method of allotting marks for Technical Score
1	No. of schools/offices/organizations/universities/institutes in which the bidder has successfully executed/executes Vocational Education program in India.	15	1. 50 schools 05 marks. 2. 51- 100 schools 10 marks. 3. 101 schools and above 15 marks.
2	No. of instructor (vocational teachers) deployed by the bidder in schools/offices/organizations/universities/institutes in last three years in India.	15	1. 50 instructor (vocational teachers) 5 marks. 2. 51- 100 instructor (vocational teachers) 10 marks. 3. 101 or more instructor (vocational teachers) 15 marks
3	No. of students catered to by the bidder in schools offices/organizations/universities/institutes last three years in India.	15	1. 1000 students 05 marks. 2. 1001-2000 students 10 marks. 3. 2001 or more students 15 marks.
4	No of years of operation in such programme in schools/offices/organizations/universities/institutes.	15	1. 2 years 5 marks. 2. 3-4 years 10 marks. 3. 5 years and above 15 marks.
5	No. of vocational labs established/strengthen or experience in procurement of tools and equipment for relative trades in schools/offices/organizations/universities/institutes.	10	Based on the number of trades bidder is bidding for the experience marks would be as below : Trade Specific Labs : 2.5 marks <ul style="list-style-type: none"> • 1 Trade : 5 Trade Specific Labs • 2 Trades : 5 labs in each applied Trade x 2 = 10 Labs • 3 Trades : 5 labs in each applied Trade x 3 = 15 Labs

Sl. No.	Criteria	Max. Marks	Method of allotting marks for Technical Score																				
			<ul style="list-style-type: none"> 4 Trades : 5 labs in each applied Trade x 4 = 20 Labs <p>Total Labs :</p> <table border="1"> <thead> <tr> <th>1 Trade Labs</th> <th>2 Trades Labs</th> <th>3 Trades Labs</th> <th>4 Trades Labs</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>6-10 Labs</td> <td>11-20 Labs</td> <td>16-30 Labs</td> <td>21-40 Labs</td> <td>5</td> </tr> <tr> <td>11 -20 Labs</td> <td>21-30 Labs</td> <td>31 -40 Labs</td> <td>41 -50 Labs</td> <td>7.5</td> </tr> <tr> <td>21 or more Labs</td> <td>31 or more Labs</td> <td>41 or more Labs</td> <td>51 or more Labs</td> <td>10</td> </tr> </tbody> </table>	1 Trade Labs	2 Trades Labs	3 Trades Labs	4 Trades Labs	Marks	6-10 Labs	11-20 Labs	16-30 Labs	21-40 Labs	5	11 -20 Labs	21-30 Labs	31 -40 Labs	41 -50 Labs	7.5	21 or more Labs	31 or more Labs	41 or more Labs	51 or more Labs	10
1 Trade Labs	2 Trades Labs	3 Trades Labs	4 Trades Labs	Marks																			
6-10 Labs	11-20 Labs	16-30 Labs	21-40 Labs	5																			
11 -20 Labs	21-30 Labs	31 -40 Labs	41 -50 Labs	7.5																			
21 or more Labs	31 or more Labs	41 or more Labs	51 or more Labs	10																			
6	No. of industries tie-ups in the relative trades since last two years.	10	<ol style="list-style-type: none"> 1. Only 01 Industry tie up -5 marks. 2. 02 Industry tie up - 7.5 marks. 3. 03 Industry tie up -10 marks. 																				
7	No. of people placed in selected domains in last three years.	15	<ol style="list-style-type: none"> 1. 250 People 5 marks. 2. 251-500 People 10 marks. 3. 501 and above people 15 marks. 																				
8	Technical Vision Document	5	Based on innovations and completeness of vision document.																				
Maximum Technical score		100																					

Note :

- For all the stated criteria the supporting documents should be submitted as below :
 - Copy of Work Order
 - Copy of Service Agreement
 - Successful Completion Certificate
 - Copy of Assessment Report
 - Self Attested Certificate on the letter head of the bidder with project summary*
- Vision document must state the following:
 - The process of manpower recruitment methods
 - The implementation plan
 - The assessment methods and systems
 - Innovations proposed
 - The process of procurement* or establishment/strengthen of vocational labs.
 - Tie-up with industry.
 - Placement strategy.
 - Guest Faculty.
 - MIS and Report.
 - Industry/Field Visit.

- 4.1.2 The minimum qualifying marks of the Technical Evaluation is 70.
- 4.1.3 The Financial bids of those bidders would be opened who secure at least 70 in their Technical Capability Proposal.
- 4.1.4 Technical Score should be denoted as “ T_s ” and shall be used to compute the final score in combination with Financial Score “ F_s ”

4.2 Financial Proposals

- 4.2.1 Bidders shall submit their financial proposals as per the format given in **Appendix-5**
- 4.2.2 As per the format, the cumulative of all total amounts shall be calculated as below :

$F = \text{Capital Grant for the lab} + \text{Monthly Recurring Grant} \times 48$

$F_s = F_L / F \times 100$

$F_L = \text{Lowest Financial Score}$

4.3 Final Proposal Evaluation - Final evaluation will be carried out under QCBS process.

- a. Technical Score shall be given weightage of 0.7
- b. Financial Score shall be given weightage of 0.3
- c. Final Score shall be calculated as :
 - $\text{Final Score} = T_s \times 0.7 + F_s \times 0.3$
- d. *Bidder with highest Final Score shall be declared as Preferred Bidder.*
- e. In the event that two or more Bidders with same final score, USMSP may:
 - i. declaring the bidder securing highest technical capability marks amongst the bidders securing same overall score, as preferred bidder

OR

- ii. take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

- 4.3.1 USMSP may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 4.3.2 Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations, USMSP shall declare the Preferred Bidder as Successful Bidder.
- 4.3.3 USMSP will notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.

APPENDIX 1 :
FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT
AND NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Date :

To

The State Project Director
Uttarakhand Sabhi Ke Liye Madhyamik Shiksha
Parishad, School Education Directorate, Uttarakhand,
Nanoorkhera, Tapovan Road
Dehradun – 248 001

Dear Sir,

Sub: Proposal for IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND, (hereinafter referred as “The Project”)

The undersigned hereby acknowledges and confirms receipt of all the Parts (Part I and Part II) of the Request for Proposal (RFP) Document for the captioned project from USMSP and conveys its intention to submit a Proposal for the Project for the [Name of the Trades] trade(s)

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*
- *To be signed by authorised signatory.*
- *The acknowledgement should be sent within 2 weeks of receipt of the RFP Document*

APPENDIX 2 : FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

To,

The State Project Director
Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad,
School Education Directorate, Uttarakhand, Nanoorkhera,
Tapovan Road
Dehradun – 248 001

Dear Sir,

Re: Proposal for IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND, (hereinafter referred as “The Project”)

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by USMSP. We hereby submit our Proposal for the Project for [Name of Trades] trade(s).

WE ARE ENCLOSING OUR PROPOSAL IN ONE (1) ORIGINAL PLUS ONE (1) COPY, WITH THE DETAILS AS PER THE REQUIREMENTS OF THE RFP DOCUMENT, FOR YOUR EVALUATION.

WE CONFIRM THAT OUR PROPOSAL IS VALID FOR A PERIOD OF NINE (9) MONTHS FROM (PROPOSAL DUE DATE).

We hereby agree and undertake as under:

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

Dated thisDay of, 2014.

Name of the Bidder
.....

Signature of the Authorised Person
.....

Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*

APPENDIX 3 : FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

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

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

Dated thisDay of, 2014

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 4 : PERFORMA OF BID SECURITY BANK GUARANTEE

B.G. No. Dated:

1. In consideration of you, Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Government of Uttarakhand, represented by State Project Director and having its office at Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Uttarakhand Nanoorkhera, Tapovan Road, Dehradun - 248 001, hereinafter referred to as "USMSP", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND (hereinafter referred to as "the Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in *terms of Clause 1.9 of the RFP Document, irrevocably, unconditionally and without* reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 5,00,000 (Rupees Five Lakh only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 5,00,000 (Rupees Five Lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 365 (three hundred and sixty five) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX 5 : FORMAT FOR FINANCIAL PROPOSAL
(Per Trade Per School)

Note : The Financial Proposal Shall be submitted through E-Procurement portal only

Instructions for submitting the bid through e-procurement portal

i. Bidders shall have to fill the enclosed formats on the e-procurement

S. No.	Name of the Trade	Capital Grant for the Lab (Inclusive of all taxes)	Monthly Grant (Inclusive of Service Tax)	Total No. of Months	Grand total (3+ 4x5) (in Rs.)
1	2	3	4	5	6
1.				48	
2.				48	
3.				48	
4.				48	
Total					

Note :

- a. Maximum limit for the column 3:
 - a. IT Lab is Rs. 3,00,000/- per Lab.
 - b. Automobile is Rs. 5,00,000/- per Lab.
 - c. Patient Care Lab is Rs. 5,00,000/- per Lab.
 - d. Retail is Rs. 2,00,000/- per Lab.
- b. Maximum limit for the column 4 of item 2 is Rs. 32500/- per Month

**APPENDIX 6 A : Format for Technical Capability Proposal
Previous Experience of the bidder in No. schools/offices/organizations/
universities/institutes**

- a. To be provided on the Letterhead of the Bidder and to be signed by the Bidder
b. The Bidder should provide details of **each Project** on separate sheets.

**Previous Experience of the bidder in No. schools/offices/organizations/
universities/institutes** in which the bidder has successfully executed/executes
Vocational Education Programme in India in *past 2 years (2012-13 & 2013-14)*
based on number of Projects

Sr. No.	Description	Response
1.	Name of the Project	
2.	Date of Award of Project	
3.	Date of Commencement of Project	
4.	Value of Project	
5.	Number of schools/offices/organizations/universities/institutes Covered	
6.	Scope of Work (not more than 500 words)	
7.	Percentage of work completed	
8.	Value of certified payments received	

The Bidder shall provide copies of work order or certificate from the Client mentioning the aforesaid details.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

**APPENDIX 6 B: Format for Technical Capability Proposal
Previous Experience of the bidder in deploying Instructors (Vocational Teachers)**

- a. To be provided on the Letterhead of the Bidder and to be signed by the Bidder
- b. The Bidder should provide details of *each Project* on separate sheets.

Previous Experience of the bidder in deploying Instructors (Vocational Teachers) in schools/offices/organizations/universities/institutes anywhere in India in the past 3 years (2011-12, 2012-13 & 2013-14) based on number of Projects.

Sr. No.	Description	Response
1.	Name of the Project	
2.	Date of Award of Project	
3.	Date of Commencement of Project	
4.	Value of Project	
5.	Number instructors deployed	
6.	Scope of Work (not more than 500 words)	
7.	Percentage of work completed	
8.	Value of certified payments received	

The Bidder shall provide copies of work order or certificate from the Client mentioning the aforesaid details.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 6C : Format for Technical Capability Proposal
Previous Experience of the bidder in catering students/professionals

- a. To be provided on the Letterhead of the Bidder and to be signed by the Bidder
- b. The Bidder should provide details of **each Project** on separate sheets.

Previous Experience of the bidder in catering students/professionals in such programme in schools/offices/organisation/universities/institutes in India in the past 3 years (2011-12, 2012-13 & 2013-14) based on number of Projects.

Sr. No.	Description	Response
1.	Name of the Project	
2.	Date of Award of Project	
3.	Date of Commencement of Project	
4.	Value of Project	
5.	Number of students/professionals catered under such programmes	
6.	Scope of Work (not more than 500 words)	
7.	Percentage of work completed	
8.	Value of certified payments received	

The Bidder shall provide copies of work order or certificate from the Client mentioning the aforesaid details.

.....
 Name of the Bidder

.....
 Signature of the Authorised Person

.....
 Name of the Authorised Person

APPENDIX 6D : Format for Technical Capability Proposal

- a. To be provided on the Letterhead of the Bidder and to be signed by the Bidder
- b. The Bidder should provide details of **each Project** on separate sheets.

Previous Experience of the bidder in implementation of such programme in schools/offices/organizations/universities/institutes anywhere in India.

Sr. No.	Name of the project	Awarding Authority	Year of Award	Year of Completion	Value of the project	Payment Received so far
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

The Bidder shall provide copies of work order or certificate from the Client mentioning the aforesaid details.

Bidder mentioning self run projects should mention each centre as individual project and Project awarding authority as self.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 6E : Format for Technical Capability Proposal
Previous Experience of the bidder in establishment/strengthening of vocational labs

- a. To be provided on the Letterhead of the Bidder and to be signed by the Bidder
- b. The Bidder should provide details of **each Project** on separate sheets.

Previous Experience of the bidder in establishment/strengthening of vocational labs in the schools/offices/organizations/universities/institutes in India.

Sr. No.	Description	Response
1.	Name of the Project	
2.	Date of Award of Project	
3.	Date of Commencement of Project	
4.	Value of Project	
5.	Trade(s) of the lab(s)	
6.	Lab Capacity (No. of seats etc.)	
7.	Percentage of work completed	
8.	Value of certified payments received	

The Bidder shall provide copies of work order or certificate from the Client mentioning the aforesaid details.

.....
 Name of the Bidder

.....
 Signature of the Authorised Person

.....
 Name of the Authorised Person

**APPENDIX 6 F : Format for Technical Capability Proposal
Previous Experience of the bidder in tie-ups with industries**

- a. To be provided on the Letterhead of the Bidder and to be signed by the Bidder
- b. The Bidder should provide details of *each Project* on separate sheets.

Previous Experience of the bidder in tie-ups with industries in the related domain in India.

Sr. No.	Description	Response			
1.	Name of the Organization				
2.	Type of Industry				
3.	Nature of tie-up				
4.	Year of tie up				
5.	Status of tie up				
6.	Annual Performance of tie up in last 3 years		2013-14	2012-13	2011-12
		No. of industry visits :			
		No. of apprentices hips :			
		No. of students employed :			

The Bidder shall provide copies of documents with respect to tie-up and performances.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 6 G: Format for Technical Capability Proposal

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

Details of people placement in selected domain.

Sr. No.	Name of Domain	Year	Name of industry/organization where people placed	Type of work	No. of people placed
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

The bidder should provide placement letter from related industry/organization.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

APPENDIX 7 : Format for Financial Capability Proposal

(Equivalent in Rs. Lakhs)

Bidder	Net Worth	Annual Turnover		
	Year 1 (As on 31 st March 2014)	Year 1 (From 1 st April 2011 to 31 st March 2012)	Year 2 (From 1 st April 2012 to 31 st March 2013)	Year 3 (From 1 st April 2013 to 31 st March 2014)
Name of the bidder				
Total				

1. Any Sole Bidder should fill in details as per the row titled Sole Bidder and
General Instructions:

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

APPENDIX 8 : Structure for Vision Document

The bidder will have to provide a write up/vision document for IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND. The document should include, but not limited to, the following points:-

- (i) Supply of Human Resources (Instructors):-**
 - (a) Proposed solution for providing Human Resources (Instructors) at school level with strategy and specification.
 - (b) Proposed monitoring plan for the human resources to ensure that services are performed by them
- (ii) Implementation of Project:**
 - (a) Implementation process for different domain.
 - (b) List of client where such projects successfully implemented.
 - (c) Nature and process of implemented project.
- (iii) Establishment/Strengthening of Vocational Labs:**
 - (a) Proposed Lab Designs
 - (b) List of Equipments
 - (c) Additional equipment proposed (over and above the indicative list given by USMSP)
- (iv) Tie-up with industry:**
 - (a) Proposed Tie-ups in Uttarakhand
 - (b) Proposed Tie-ups outside Uttarakhand
- (v) Placement Strategy**
- (vi) Guest Faculty:**
 - (a) Name
 - (b) Expertise
 - (c) Nature of tie-up
- (vii) Proposed Innovations**
- (viii) Proposed MIS & Reports**
- (ix) Proposed Industry Visits/ Field Visits**

APPENDIX 09 : GUIDANCE FOR E-PROCUREMENT PROCESS

USMSP HAS DECIDED TO CONDUCT THIS BIDDING THROUGH E-PROCUREMENT PROCESS OF UTTARAKHAND GOVERNMENT. BIDDERS ARE ADVISED TO FOLLOW THE GUIDELINES AS PRESCRIBED AT THE <https://uktenders.gov.in/>

A few key reminders for the bidders are as below :

- Key Submissions & Technical Proposal should be uploaded at the e-procurement portal and the original printed documents duly signed should be submitted to the USMSP as detailed in the part 1 of this document on or before the date and time of proposal submission date.
- The original printed documents duly submitted to the USMSP only shall be considered for the technical evaluation. Bids which failing this will be considered non responsive.
- All instruction regarding registrations, payments & digital signatures as prescribed at the <https://uktenders.gov.in/> shall be adhered to by the bidders.
- Only bidders with valid registration & digital signatures at the time of proposal submission date shall be considered for technical evaluation. For digital signatures, authorised signatories as per the power of attorney document (in case of authorised signatory or lead partner for consortium) only will be valid.
- Financial bid submitted should be within prescribed limits as mentioned on the BOQ and Appendix 5. If the limits are not respected then bid should be considered invalid.
- Modifications or withdrawal of price bid will be as per the instructions at the <https://uktenders.gov.in/>. However instruction in part 1 also should be complied with.

**APPENDIX 10 :PROFORMA OF BANK GUARANTEE
FOR PERFORMANCE GUARANTEE**

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

In favour of

Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Government of Uttarakhand, represented by State Project Director and having its office at Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Uttarakhand, Nanoorkhera, Tapovan Road, Dehradun - 248 001, hereinafter referred to as "USMSP", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Service Agreement entered into between USMSP and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/permanent address at _____ ("the Service Provider"), the Service Provider has been granted the Contract to for the IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND in 44 Schools of Uttarakhand for a period of 4 years (hereinafter referred to as "the Project").

A. In terms of the Service Agreement, the Service Provider is required to furnish to USMSP, an unconditional and irrevocable bank guarantee for an amount of Rs. as performance security for due and punctual performance/dischage of its obligations under the Service Agreement, relating to Project by the Service Provider.

At the request of the Serviceaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Service Provider of its obligations relating to the Project.

NOW THERE FORE THIS DEED WITNESS AS FOLLOWS:

Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Service Agreement.

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called "the Service Provider") of all its obligations relating to the Project and in connection with achieving the project objectives by the Service Provider in accordance with the Service Agreement.

2. The Guarantor shall, without demur, pay to USMSP sums not exceeding in aggregate Rs. Twenty Lakhs, within seven (7) calendar days of receipt of a written demand thereof from USMSP stating that the the Service Provider has failed to meet its obligations under the Service Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the the Service Provider or validity of demand so made by USMSP and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, USMSP shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Service Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by USMSP or any indulgence shown by USMSP to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by USMSP or any indulgence shown by USMSP, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by USMSP in accordance with the provisions of the Service Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs.....

3. This Guarantee shall not be affected by any change in the constitution or winding up of the the Service Provider /the Guarantor or any absorption, merger or amalgamation of the the Service Provider /the Guarantor with any other Person.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

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

SIGNED AND DELIVERED

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

APPENDIX 11 : LIST OF KEY DOCUMENTS FOR THE BID

S No	Description
1.	Acknowledgement of RFP Document and Notification of Intent to Submit Proposal
2.	Covering Letter cum Project Undertaking
3.	Anti-Collusion Certificate
4.	Bid Security in the form of demand draft
5.	Performance Guarantee
6.	Financial Proposal (Submitted Online only)
7.	Technical Proposal
8.	Bank Draft towards cost of RFP document or copy of the receipt, if hard copy of RFP purchased.

Annexure-1 : List of School

S. No	District	Block/ Taluka/ Municipal Corporation	Name of School	Trade	Location (Hilly/Plain)
1	ALMORA	HAWALBAG	G.I.C. LODHIYA	IT & Automobile	H
2	BAGESHWAR	Bageshwar	V.M.J.S.G I.C. Bageshwar	IT & Automobile	H
3	CHAMOLI	DASHOLI	GIC GOPESHWAR	IT & Automobile	H
4	CHAMOLI	JOSHIMAT	GGIC JOSHIMATH	IT & Patient Care	H
5	CHAMPAWAT	Lohaghat	GIC Lohaghat	IT & Automobile	H
6	DEHRADUN	CHAKRATA	GIC LAKHAMANDAL	IT & Automobile	H
7	DEHRADUN	KALSI	G. I. C SAHIYA	IT & Automobile	H
8	DEHRADUN	VIKASNAGAR	G.I.C SABHAWALA	IT & Automobile	P
9	DEHRADUN	SAHASPUR	G.I.C MUSSORIEE	IT & Patient Care	H
10	DEHRADUN	RAIPUR	G.I.C MALDEVTA	Retail & Patient Care	P
11	DEHRADUN	DOIWALA	G.G.I.C RISHIKESH	Retail & Patient Care	P
12	DEHRADUN	VIKASNAGAR	G.I.C HARBERTPUR	IT & Automobile	P
13	DEHRADUN	SAHASPUR	G.I.C SELAKUI	IT & Automobile	P
14	DEHRADUN	RAIPUR	G.I.C BSN GUJRARA	IT & Automobile	P
15	DEHRADUN	RAIPUR	G.G.I.C RAJPUR ROAD	IT & Automobile	P
16	HARIDWAR	ROORKEE	G.I.C. IMLIKHERA	IT & Patient Care	P
17	HARIDWAR	BAHADARABAD	G.I.C. SALEMPUR	IT & Retail	P
18	HARIDWAR	LAKSAR	G.I.C. BHOGPUR	IT & Automobile	P
19	HARIDWAR	HARIDWAR MB	G.G.I.C. JAWALAPUR	IT & Automobile	P
20	HARIDWAR	HARIDWAR MB	G.I.C. BHEL	IT & Automobile	P
21	HARIDWAR	ROORKEE MB	G.I.C. ROORKEE	IT & Automobile	P
22	NAINITAL	HALDWANI	GIC LAL KUAN	Retail & Automobile	P
23	NAINITAL	BHIMTAL	GGIC NAINITAL	IT & Patient Care	H
24	NAINITAL	DHARI	GIC SUNDARKHAL	IT & Automobile	H
25	NAINITAL	BETALGHAT	GIC BETALGHAT	IT & Automobile	H

S. No	District	Block/ Taluka/ Municipal Corporation	Name of School	Trade	Location (Hilly/Plain)
26	NAINITAL	KOTABAG	GGIC KOTABAGH	IT & Patient Care	H
27	NAINITAL	OKHALKHANDA	GIC OKHALKANDA	IT & Automobile	H
28	NAINITAL	RAMGARH	GIC RAMGARH	IT & Automobile	H
29	NAINITAL	RAMNAGAR	GGIC RAMNAGAR	Retail & Patient Care	P
30	PAURI	DUGADDA	GOVT. INTER COLLEGE KOTDWAR	IT & Automobile	P
31	PAURI	KHIRSU	GOVT. GIRLS INTER COLLEGE SRINAGAR	IT & Patient Care	H
32	PITHORAGARH	Bin	GIC PITTORAGARH	IT & Automobile	H
33	RUDRAPRAYAG	Augustyamuni	G.I.C.Rudraprayag	IT & Automobile	H
34	TEHRI	Narendranagar	GICTapovan	IT & Automobile	H
35	U.S. NAGAR	Sitarganj	GHS Sisauna	IT & Automobile	P
36	U.S. NAGAR	Jaspur	GHS Basai	IT & Retail	P
37	U.S. NAGAR	Khatima	GHS Charuveta	IT & Patient Care	P
38	U.S. NAGAR	Bajpur	GIC Sultanpurpatti	IT & Patient Care	P
39	U.S. NAGAR	Gadarpur	GICJainagar	Retail & Automobile	P
40	U.S. NAGAR	Sitarganj	GIC,Sitarganj	IT & Automobile	P
41	U.S. NAGAR	Rudrapur	GIC AN JHA Rudrapur	IT & Automobile	P
42	U.S. NAGAR	Rudrapur	GGIC,Pantnagar	IT & Automobile	P
43	U.S. NAGAR	Kashipur	GIC Mahuvakhedaganj	IT & Automobile	P
44	UTTARKASHI	Bhatwari	GIC UTTARKASHI	IT & Automobile	H

Hilly - 19 Schools & Plain - 25 Schools

Annexure-2 : Qualification of Vocational Teacher

AUTOMOBILE SECTOR

Qualification, Competencies and other requirements for Vocational Teacher on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	<ul style="list-style-type: none"> • B.Tech.in Automobile/Mechanical Engineering or Graduate with 3 year Diploma in Automobile Engineering from State Board of Technical Education • Minimum 2 years of relevant experience in the field of Automobile workshops/ Authorized dealers/Teaching in relevant field 	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies 	18-37 years (as on Jan. 01 (year) Age relaxation to be provided as per Govt. rules.

RETAIL SECTOR

Qualification, Competencies and other requirements for Vocational Teacher on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	<ul style="list-style-type: none"> • MBA in Sales and Marketing Or Post Graduate in Retail Management Or Graduate in any discipline with Diploma or Certificate course in Retail/Retail Management/Marketing & Sales • Minimum 2 years relevant experience for Graduate candidates and 1 year for Post Graduate candidates in the field of Marketing/Sales/Sales & Operation/Sales & Services/Teaching 	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies 	18-37 years (as on Jan. 01 (year) Age relaxation to be provided as per Govt. rules.

IT/ITes SECTOR

Qualification, Competencies and other requirements for Vocational Teacher on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	<ul style="list-style-type: none"> • Bachelors Degree in Computer Engineering/Computer Application/Information Technology <li style="text-align: center;">Or • M.Tech.in Computer Engineering/Computer Science & Engineering/Software Engineering/Computer Applications/Information Technology <li style="text-align: center;">Or • Masters Degree in Computer Application <li style="text-align: center;">Or • Associate Member of Institution of Engineers (India) by examination in Computer Engineering after passing 3 years Diploma in Computer Engineering/ Computer Applications/ Information Technology <li style="text-align: center;">Or • DOEACC B Level Certificate <ul style="list-style-type: none"> • Minimum 2 years relevant experience for Graduate candidates and 1 year for Post Graduate candidates in the field of Teaching/System Management/System Administration/Network Administration/Research and Quality Control 	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies 	18-37 years (as on Jan. 01 (<u>year</u>)) Age relaxation to be provided as per Govt. rules.

HEALTHCARE SECTOR

Qualification, Competencies and other requirements for Vocational Teacher and Assistant on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	B.Sc. Nursing & Midwifery (4 years) or 3 ½ years Diploma in GNM with one year experience	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies 	18-37 years (as on Jan. 01 (<u>year</u>)) Age relaxation to be provided as per Govt. rules.

Annexure-3 List of Equipments

List of Tools and Equipment for Automobile Laboratory/Workshop

S.No.	Name of the Item	Specification	Qty.
1.	3 Ton Hydraulic Jack (Crockdile Type)	Jet	1 Nos
2.	3 Ton Mechanical Jack	Jet	1 Nos
3.	Air Compressor		1 Nos
4.	Allen Key Set	Eastman	2 Sets
5.	Alternator	Four Wheeler	Ea-5
6.	Apron		60 Nos
7.	Arbour Press	Jet	1 Nos
8.	Ball Pean Hammer	Eastman	2 Nos
9.	Battery Charger	Jet	1 Nos
10.	Battery Tester	Jet	1 Nos
11.	Bench Vice 5''	Jet	1 Nos
12.	Bore Guage		1 Nos
13.	Box Spanner Set 24 pc. Set 19 sockets+ 5 accessories	Eastman	2 Sets
14.	Brake System Air Assisted	Four Wheeler	Ea-5
15.	Brake System Hydraulic	Four Wheeler	Ea-5
16.	Clutch System	Four Wheeler	Ea-5
17.	Cotton Waste (Consumable)		10 Kgs
18.	Cutting Pliers	Eastman	2 Nos
19.	Depth Guage	Jet	1 Nos
20.	Dial Guage		1 Nos
21.	Diesel (Consumable)		5 Ltrs.
22.	Differential	Four Wheeler	Ea-5
23.	Double Ended Spanner Set 6*7 to 30*32	Eastman	2 Sets
24.	Electrical circuit board - mounted with complete car wiring, lights, etc.		
25.	Engine Petrol	Four Cylinder, 796 cc, 36 PS	Ea-5
26.	External Caliper	Jet	2 Nos
27.	External Expanding Circlip Plier	Eastman	2 Nos
28.	External Tube Type Wheel Alligner		1 Nos
29.	Feeler Guage (Range Set)	Jet	2 Nos
30.	Fender Cover		4 Nos
31.	Files	J.K	1 Set
32.	Filter Adjustable Remover	Jet	1 Nos
33.	Fuel Filter	Four Wheeler	Ea-5

S.No.	Name of the Item	Specification	Qty.
34.	Fuel Pump	Four Wheeler	Ea-5
35.	Gear Box	Four Wheeler	Ea-5
36.	Grease (Consumable)		2 Ltrs.
37.	Grease Gun	Jet	1 Nos
38.	Grinding Machine	Eastman	1 Nos
39.	Hydrometer		2 Nos
40.	Injector Cleaning tools kit		1 Nos
41.	Internal Caliper	Jet	2 Nos
42.	Internal Expanding Circlip Plier	Eastman	2 Nos
43.	Measuring Tape	Jet	1 Nos
44.	Micrometer	Jet	1 Nos
45.	Monkey Plier	Eastman	2 Nos
46.	MPFI Pump	Four Wheeler	Ea-5
47.	Multimeter	Jet	1 Nos
48.	Nose Plier	Eastman	2 Nos
49.	Oil Filter	Four Wheeler	Ea-5
50.	Oil Filter Spanner		1 Nos
51.	Oil Lubricating (Consumable)		2 Ltrs.
52.	Oil Squirit Can (Dispenser)	Eastman	2 Nos
53.	Petrol (Consumable)		2 Ltrs.
54.	Plastic Container (10 Ltr.)		4 Nos
55.	Plastic Hammer	Eastman	2 Nos
56.	Pneumatic Gun	SPAC	1 Nos
57.	Propeller shaft	Four Wheeler	Ea-5
58.	Props		6 Nos
59.	Punch	Jet	2 Nos
60.	Radiator	Four Wheeler	Ea-5
61.	Ring Spanner Set 6*7 to 30*32	Eastman	2 Sets
62.	Screw Drivers (Range)	Eastman	2 Sets
63.	Seat Cover		2 Nos
64.	Spark Plug Cleaner Machine		1 Nos
65.	Starter Motor	Four Wheeler	Ea-5
66.	Steel Rule	Jet	2 Nos
67.	Steering System	Four Wheeler	Ea-5
68.	Stock Net (Consumable)		20 Mtrs.
69.	Tool Board		
70.	Torque Wrench		
71.	Tray Cleaning	Size 45*30 cm	Ea-5
72.	Tubular Spanner (Range)	Jet	1 Nos
73.	Tyre Pressure Guage	Jet	1 Nos
74.	Universal Puller	Jet	1 Nos

S.No.	Name of the Item	Specification	Qty.
75.	Vehicle (2 nd Hand Preferably Latest Version)		1
76.	Vernier Caliper	Jet	1 Nos
77.	Wall charts on lubricant grade, engine, gearbox, McPherson struts		1 Each
78.	Wall charts on various engine systems, like lubrication, Cooling, Fuel, Air intake etc.		1 Set
79.	Water Pump	Four Wheeler	Ea-5
80.	Work Bench	Four Wheeler	Ea-5
81.	Working Tablets		2 Nos
82.	Wrench Pipe	Eastman	1 Nos

List of Equipment and Materials for Retail Laboratory/Workshop

S.No.	Name of Item	Qty.
1.	Calculator	01
2.	Card Swiping Machine	02
3.	Carry Bags	05
4.	Carry Bags of different dimensions	05
5.	Chair (POS)	05
6.	Computer	02
7.	Coupons and Vouchers	10
8.	Credit Notes	05
9.	Currency Notes of different Denominations	05
10.	Danglers	10
11.	Display Photographs	05
12.	Display photographs of different types of product categories	05
13.	Display Racks - Different Types	05
14.	Display/Boards- Different Types	05
15.	Electronics gadgets- DVD Player	01
16.	End Cap	01
17.	Flip Chart Holder	04
18.	Gondolas	03
19.	Goods moving equipments	As per requirement
20.	Housekeeping equipments	As per requirement
21.	LCD Projector	01
22.	Mannequins	02
23.	Neck Logs for carry bags	05

S.No.	Name of Item	Qty.
24.	Neck-Locks for Carry Bags	05
25.	Offer Signages	02
26.	Photographs of Stacked Notes	05
27.	Physical Bill Copy	04
28.	Poster (POS)	02
29.	Posters	05
30.	Products	03
31.	Projection Screen	01
32.	Public Address System - Microphones	01
33.	Red Floor Mat	01
34.	Shelves for Stacking Products	02
35.	Shopping Cart	03
36.	Signage Board	05
37.	Stock Almirah Godrej	01
38.	Table (POS)	02
39.	White/Black Boards	02



List of Equipment and Materials for IT-ITes Laboratory/Workshop




S.No.	Hardware	Qty.
1.	Intel Core i-5 processor, 500 GB SATA Hard Disk , 4GB DDR3 RAM, 18.5 " LCD Monitor, Multimedia Keyboard, DVD Writer, Optical Mouse, UPS 600 VA(minimum 30 mins backup)	13
2.	Notebooks (laptop) Intel Core I-5 3rd generation processor,500 GB Sata Hard Disk , 4GB DDR3 RAM, DVD Writer, Wi-Fi Facility, bluetooth facility, Web Cam with minimum (2 mega pixel) and USB 2-3 Support, HDMI port.	1
3.	Inkjet printer Max Print resolution(Mono)4800X1200 dpi, Print Speed Color-IPM44, Duplex Automatic, Input Tray Capacity minimum-100 pages, Scanning Speed -12 Sec	2
4.	Laser printer (Multi function) Max Print resolution(Mono)600X600 dpi ,Print Speed mono-18 ppm, Duplex Manual, Input Tray Capacity minimum-100 pages, Scanning Speed -10 Sec, Copy resize-30%-400%, Copy Resolution 600X400 dpi,Copy Speed Mono-18 cpm	2
5.	Spare memory, Processor, cables, connectors, power pack, battery.	As per requirement
6.	NIC cards.	As per requirement
7.	WEB Camera (minimum 2-3 megapixel)	12




S.No.	Hardware	Qty.
8.	One Dot Matrix printer for dismantling, demonstration and reassembly	2
9.	Inkjet/Desk jet for dismantling, demonstration and reassembly	2
10.	LaserJet for dismantling, demonstration and reassembly	2
11.	Line printer	2
12.	External Hard disk drives. USB 2 & 3 Support and 1TB Capacity	1
13.	Thumb/Pen drives (Capacity of minimum 8 GB)	2
14.	Different types, makes and sizes of monitors for dismantling, demonstration and reassembly	As per requirement
15.	Different types of Keyboards including wireless keyboards.	As per requirement
16.	Different types of Mice including wireless mouse.	As per requirement
	Software	
17.	Operating systems- full and legal versions. Windows -8 professional + one Windows Server -2008	As per requirement
18.	Windows MS Office / Open Office Package	As per requirement
19.	Linux OS. (Ubuntu or Fedora)	2 disk each
20.	Antivirus total security	As per requirement
	Tools Kit & Other Materials	
21.	Tool kit	2 box
22.	Cable connectors	As per requirement
23.	Crimping tools	1
24.	RJ45 connectors	As per requirement
25.	Vacuum cleaner	1
26.	Air blower	As per requirement
	Other Devices	
27.	Online UPS 5 KVA , Input 230V /Output 230V, Interface Port DB-9 RS-232, SmartSlot, minimum one hour backup.	1
28.	Multimedia Projector -- 4000 ANSI Lumens, Resolution: XGA (1024 x 768), Contrast Ratio: 3000:1, xtended Hybrid Filter life with up to 6000 hour filter, ong lamp life - up to 6000 hours (Eco Mode), Advanced Features: Wireless & Network RJ45, USB-2-3 Support	1
29.	DVD writer (External)/ CD R Max Read Write Speed - 24X CD RW	1

S.No.	Hardware	Qty.
	Max Read Write Speed-24 X,Cd Rom Max Read Write Speed-24X	
30.	UTP 5/5e/6 cable	As per requirement
	Furniture	
31.	Computer maintenance table	2
32.	Revolving Lab Chairs for computer usage and training	30
33.	Computer tables	18
	Consumable	
34.	Printer Cartridges	As per requirement
35.	Paper	As per requirement


List of Equipment required for Patient Care Assistant

Sl. No	Equipment Name	Specifications	Qty		Priority
	Patient Room				
1	ICU Bed	<p>Length: at least 2000 mm , Breadth at least 900 mm & Height at least 500 mm Frame work made of rectangular MS tubes Not more than 18G Perforated CRC/MS sheet top in four sections Backrest, knee rest, trendlenburg /reverse trendlenburg& hi-low positions obtained by separate screw from foot end Detachable/Collapsible/swing away ABS/SS safety side railings ABS/SS moulded head & foot bows, detachable IV rod with four locations Bed mounted on at-least 120 mm dia, nonrusting, swiveling castors, two with brakes Pre treated and powder coated Height adjustable ICU bed Manually operated Buffed corners Mattress suitable for the bed made of at least 25mm thick soft density top layer and at least 75mm thick high density bottom layer for patient comfort and better pressure care</p>	1		Must
2	Bedside Locker	<ul style="list-style-type: none"> • 760mm L X 360mm W X 750 mm H • Square & rectangular tube frame • SS top • Trolley mounted on 50 mm-dia wheels • pretreated & powder coated <p>Made of square / rectangular tube frame as well as stainless steel top and trolley mounted famish on 50 mm-dia wheels ISI / CE certification</p>	1		Must

Sl. No	Equipment Name	Specifications	Qty		Priority
3	Back Rest	<ul style="list-style-type: none"> • Angle adjustable • Foldable for easy storage 	1		Must
4	Foot Steps	<ul style="list-style-type: none"> • Overall approx step size: 505L x 305W x 230H mm. • Frame made of 1" x 18G CRC tubes fitted with PVC stumps. • Pre-treated & Epoxy powder coated. 	1		Desirable
6	Cardiac Table	<p>Over bed Table (Cardiac Table) Table Top Height Adjustable</p> <ul style="list-style-type: none"> • Frame: Tubular mild steel. • Finishing: Epoxy powder coated, chrome-plated adjustable arm. • Table top: Manual height adjustable from 700mm to 1100mm. • Table top constructed laminated fibre board • Size: 830mm(L) x 360mm(W). • Castors: 4 x 50mm swivelling type. 	1		Must
7	Bed Sheet	Cotton - of atleast 42" x 82" light blue in color			Must
8	Pillow with Pillow cover	Made of good quality fibre fill, ISI mark	1		Must
9	Blanket	Made of wool 42" x 82" or larger	1		Must

Sl. No	Equipment Name	Specifications	Qty		Priority
10	I V Stand	<ul style="list-style-type: none"> • 22" diameter chrome-plated heavy bar steel base • Lock to ensure secured height positioning • Two-hook ram's horn with secure-grip tips • Based on a four leg stand • Height adjustment from 51 1/2" to 93" • Bottom pole diameter is 1", Upper pole diameter is 0.75" 	1		Must
11	Oxygen Cylinder with Trolley and two additional keys	Standard B Type with Connector, pressure guage, trolley , humidified and two additional keys	1		Must
12	Crash Cart	<ul style="list-style-type: none"> • Overall approx size 910mm L x 540mm D x 1650mm H • Six removable bins • Two modular storage units with lock, three draw each • Oxygen cylinder holder • IV rod & lamp arrangement & cardiac massage board • Trolley mounted on 125mm-dia heavy duty castors, two with brakes 	1		Must

OUT PATIENT UNIT SIMULATION

Sl. No	Equipment Name	Specifications	Qty.		Priority
1	Doctors Table	Wooden table with decolam / laminate finish Size 4 x 6' or bigger, with draws	1		Desirable
2	Examination table	<ul style="list-style-type: none"> Overall approx. size 1840mm L X 575mm W X 860 mm H Rectangular tube frame with sheet cabinets 100 mm foam mattress, Reversible rexine cover Three cabinets, one with lock. 1 drawer with lock Examination trolley with 3 trays Retractable step stool & writing pad Pretreated& powder coated 			Must
3	Cupboard	Wooden cupboard with laminate finish, to store material, equipment, Size 60' x 30' x 24'			Desirable

INSTRUMENTS AND EQUIPMENT


Sl. No	Equipment Name	Specifications	Qty.	Priority
1	Suction Apparatus	A/c power, with collection capacity of 200 ml with 20 liters per minute flow rate. Backup for 20 min, provision with manual operation in case of any power failure.	1	Must
	Syringe destroyer	Standard OEM with ISI / CE certification	1	Must
	Syringe Sterilizer	Standard OEM with ISI / CE certification	1	Must
	Needle burner	Standard OEM with ISI / CE certification	1	Must
	Thermometer	Standard OEM with ISI / CE certification	1	Must
	Electronic B.P. Monitoring Machine	Standard OEM with ISI / CE certification	1	Must
	Stethoscope	Standard OEM with ISI / CE certification	1	Must
	Call bell	Standard OEM with ISI / CE certification	1	Must
	Enamel basin	Standard product	1	Must
	Rubber sheet	Standard OEM product 2 x 2 mts	2	Must
	Draw Sheet	Standard OEM product	2	Must
	Air Cushion	Standard OEM product	2	Must
	Sand Bag	Standard OEM product	1	Must
2	Fire Extinguisher	5 Kgs, ABC Type, ISI certification Standard OEM Product	1	Must




Sl. No	Equipment Name	Specifications	Qty.	Priority
3	Weighing Machine	Standard OEM product with ISI / CE certification	1	Must
	Oral Care Set	Standard product	1	Must
	Urinal	Standard product		Must
	a. Male		1	Must
	b. Female		1	Must
	Bed Pan	Standard product	1	Must
	Steel Tray	Standard product		Must
	a. Large		2	Must
	b. Medium		2	Must
	c. Small		3	Must
	Steel Basin	Standard product		Must
	a. Large		3	Must
	b. Medium		3	Must
	c. Small 3		3	Must
	Artery Forcep	Standard product	3	Must
	Dissecting Forcep	Standard product	3	Must
	Scissor	Standard product	3	Must
	Nail Cutter	Standard product	5	Must
	Nail Filer	Standard product	5	Must
	Steel Plate	Standard product	2	Must
	Steel Glass	Standard product	5	Must
	Steel Bowl	Standard product	5	Must
	Spoon	Standard product	10	Must
	Steel Jug	Standard product	5	Must
	Bath Tub	Standard product	1	Must
	Kidney Tray	Standard product	3	Must
	Measuring Glass	Standard product	1	Must
	Measuring Tape	Standard product	5	Must
	Goggles	Standard product	5	Must
	Towel	Standard product	5	Must
	Gown	Standard product	5	Must
	Pocket Mask	Standard product	5	Must
	Stop Watch	Standard product	3	Must
	Call bell	Standard product	3	Must





IT INFRASTRUCTURE


Sl. No	Equipment Name	Specifications	Qty.	Priority
1	Desktop	OEM, Windows Intel Core i 3, 2nd Gen 2GB RAM, 500 GB HDD Intel® Core™ i 3 2nd Gen 3.30 GHz, 2 GB DDR3 RAM, 500 GB HDD, 22X SUPER MULTI DRIVE DVD-R/W MM Keyboard, Optical Mouse 18.5" LED MULTIMEDIA, EC2 TECHNOLOGY, 16" LED monitor with UPS	1	Must
2	LCD Projector	<ul style="list-style-type: none"> • 3000 ANSI Lumens • 1024 x 768 Native Resolution • 4:3 Native Aspect Ratio • 3000:1 Contrast Ratio • 5.1 lbs • 2 Year Warranty With additional lamp	1	Must
3	White Board	Standard product, 6' x 4', with aluminum frame with titanium finish for easy erase.	1	Desirable Assumed black board to be present
4	Extension cord	Standard electrical extension cord for 5 mts.	1	Must
5	Speakers	40 watts 2 speaker set	1 set	Must
6	Print, Scan and Copy	OEM product. Print, Scan copy, wifi facility. The printing cost shouldn't exceed Rs 1 per page for the compatible cartridge.	1	Desirable

MANEQUINS




Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
1	Full body mannequin - Basic Optional	Designed to deliver comprehensive BLS training for professional rescuers. Performance Indicator providing immediate and objective feedback on key CPR elements. To be delivered with Carrying Case, Track Suit, Directions for Use, and 50 Manikin Wipes.	1		Desirable


Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
2	CPR Manequinn Pack of 4	OEM product, Little anne, CPR Training mannequin convenient to practice CPR for students Type: Torso Airway: Non-breathing, disposable Ribs, Xiphiod: Yes Navel: Yes Adam's Apple: Yes	1		Must
3	Airway Mannequin	Standard OEM product, should be suitable for - <ul style="list-style-type: none"> • Practicing of oral and nasal intubation • Practicing use of LMA (Laryngeal Mask Airway) • Correct tube placement can be checked by practical inflation test • Realistic anatomical features allow demonstration of SellickManeuver and laryngospasm • Bag-Valve-Mask ventilation can be practiced • Stomach inflation and vomiting situation can be simulated • Provides visual inspection of lung expansion • Provides auscultation of breath sounds 	3		Must
4	Ambu Mask (Adult)	Standard product <ul style="list-style-type: none"> • Silicone Adult 1600ml Resuscitator (W/ pop-off 60cmH2O). • Silicone mask 5. • 2500ml Oxygen reservoir bag. • Disposable Oxygen Tubing 2 meter. • 100 percent medical grade silicone material. • Latex free components • Available in polysulfone type. • Autoclavable • The set to include PVC reservoir bag, silicon mask 5 and disposable oxygen tubing. • 40cm H2O pressure relief valve • All in one intake valve. 	1		Must

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
5	AED Trainer with adult pad	OEM product, to safely simulate shock delivered by AED, to be pre-configured with 10 realistic scenarios Training scenarios with audible messages With Batteries	1		Must
6	MALE MULTIVENOUS I.V. ARM WITH	Standard OEM product, With adult arm reproductions with replaceable skin and veins designed for peripheral intravenous therapy with - <ul style="list-style-type: none"> • Venipuncture possible in the antecubital fossa or dorsum of the hand • Peripheral IV line insertion and removal • Palpable veins enable site selection and preparation • Infusible veins allow peripheral therapy with IV bolus or push injection method • Peripheral IV line maintenance including assessment and rotation of site an dressing, solution and tubing change • Replaceable skin and veins ensure longevity of model • Articulates to many adult manikins 	1		Must
	ADVANCED MALE & FEMALE CATHETERISATION KIT	Standard OEM product With to train urethral and supra-pubic catheterisation, as well as self-catheterisation with interchangeable accurate male and female anatomy, and both sets of genitalia, soft and compliant. The feel of the catheter passing along the urethra into the bladder corresponds closely to real life.	1		Desirable
	WOUND CARE MODEL ANATOMICAL	To train students in wound cleansing, classification, staging, and assessment.	1		Desirable

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
	Birthing simulator	<p>To demonstrate complexities associated with birthing, while allowing learners to practice the skills required for successful deliveries.</p> <ul style="list-style-type: none"> • Training in normal, difficult, instrument, and placenta deliveries • Training in the relief of shoulder dystocia • Measurement of the traction forces applied by the obstetrician to the baby during delivery (Force Monitoring version) 	1		Desirable

MOBILIZATION DEVICES

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
1	Auto loading Stretcher	Automatic Loading, Collapsible, Provision for head end elevation, Sitting posture for breathless patients, trouble free, rails to prevent fall on both sides, Wheeled castor sizes 4", Height Min 90 cm, should be light, safe and reliable, made of aluminum alloy and 50 mm thick high density cushion(mm-foam / u-foam) up holstered with non-absorbent rexin. Through the controlling handle on both sides, one single person can raise and lower it into an ambulance easily not exceeding the below dimensions. Belts to Strap the patient made of thick nylon, width 2.5" min, adjustable length			Must
2	Wheel Chair	<p>Nylon upholstery</p> <ul style="list-style-type: none"> • Full-length arms padded • Carry straps on seat allow for ease of folding and lifting • Footrest • Fold-down back • Light weight 			Must
3	Scoop Stretcher	Should be light, safe and reliable, made of aluminum alloy and hold for the same, easy to lock and unlock Features Safety belts for patient, length adjustable, Should open into two halves, not exceeding the below dimension Product dimensions: 192 x 43 x 8cm Net weight: 9kg Stretcher bearing: 120kg			Desirable

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
4	Spine Board	<p>Standard product,</p> <ul style="list-style-type: none"> • Tapering from approx 18" to 14" from head end to foot end. 74.2" long x 3.2" high at height of concave patient surface. • Internal padding - nonabsorbent, contoured, beveled edges, adhesive backed, easy for sanitizing and re-applying. 65" x 11.375" x 6mm. • Comfort and support to patient, minimizing lateral movement • X Ray and CT Scan ready, radiolucent • Wider in torso region (crucial for torso X-rays) • Compatible with virtually all Head Immobilizers and patient restraints • CT scan compatible, X-ray translucent between runners - no slots, bends, rods in X-ray field. • Should float in water - to be Ideal for water rescue 			Must
5	Walker	Standard OEM product	1		Must
6	Crutch	Standard OEM product	1		Must
7	Splint	Maleable splints, made of alluminium alloy, can be strapped, X Ray compatible, Easy to fix			Must
	a. Large		3		Must
	b. Medium		3		Must
	c. Small		3		Must
	Cervical Collar	Standard products			Must
	a. Large		3		Must
	b. Medium		3		Must
	c. Small		3		Must

CONSUMABLES

Sl. No	Equipment Name	Specifications	Qty.	Priority
1	Gloves (disposable) - packet	Standard Product ISI / CE certificate	5	Must
2	Gloves (surgical) - packet	Standard Product ISI / CE certificate	5	Must
3	Liquid Soap Bottle	With dispenser	4	Must
4	Mask - packet	Standard Product ISI / CE certificate	2	Must
5	Shoe Cover - packet	Standard Product	2	Must
6	Hair Cap - packet	Standard Product	2	Must
7	Mackintosh	Standard Product	4	Must
	Sponge Cloth	Standard Product	4	Must
	Wet Wipes - packet	Standard Product	4	Must
	Comb	Standard Product	4	Must
	Tooth Brush	Standard Product	4	Must
	Toothpaste	Standard Product	2	Must
	Hair Oil	Standard Product	2	Must
	Shampoo Bottle	Standard Product	2	Must
	Bath Soap	Standard Product	4	Must
	Talcum powder	Standard Product	2	Must
	Different Colour Plastic Bags with Dustbins	Standard Product		Must
	a. Red		10	Must
	b. Blue		10	Must
	c. Black		10	Must
	d. Yellow		10	Must
	Uro bag	Standard Product	4	Must
	Sample Collection Bottle	Standard Product	10	Must
	Gauze Piece (4X4)	Standard Product	10	Must
	Betadine Solution Bottle	Standard Product	2	Must
	Cotton Rolls	Standard Product	2	Must
	Normal Saline Bottle	Standard Product	2	Must
	Micropore	Standard Product	5	Must
	Spatula	Standard Product	10	Must
	Registers	Standard Product		Must
	a. Attendance	Standard Product	2	Must
	b. Records	Standard Product	2	Must
	Pen	Standard Product	10	Must

Sl. No	Equipment Name	Specifications	Qty.	Priority
	Pencil	Standard Product	10	Must
	Eraser	Standard Product	10	Must
	Sharpner	Standard Product	10	Must
	Marker	Standard Product	10	Must
	Duster	Standard Product	2	Must
	Paper (Ream of 500)	Standard Product	1	Must
	Blood Concentrate	Standard Product	2	Must
	Hydrogen Peroxide Bottle	Standard Product	2	Must
	Cleaning Solution (Colin)	Standard Product	2	Must
	Siringe 50 cc/ml	Standard Product ISI / CE certified	5	Must
	Hot Water Bottle	Standard Product	5	Must
	Ice caps	Standard Product	5	Must
	Transfer forceps	Standard Product	5	Must
	Drum	Standard Product	2	Must
	Folley catheter	Standard Product	2	Must
	Euro bags	Standard Product	2	Must
	Suction Catheter	Standard Product	2	Must
	Ryle's tube	Standard Product	5	Must
	Vaccutanour(red/black/voilet)	Standard Product ISI / CE certified	5	Must
	Tourniquet	Standard Product	2	Must

Part II

Draft Service Agreement

between

**UTTARAKHAND SABHI KE LIYE MADHYAMIK SHIKSHA PARISHAD
(USMSP)**

and

(Service Provider)

for

For Implementation of Vocational Education Programme for [name of the trade] trade

at

Uttarakhand

**DRAFT AGREEMENT BETWEEN STATE PROJECT DIRECTOR, RMSA AND VOCATIONAL
EDUCATION IMPLEMENTING PARTNER**

1. 1st Party

THIS AGREEMENT made this day..... 2014 between Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Uttarakhand, having its registered office at Rashtriya Madhyamik Shiksha Abhiyan ,Uttarakhand, School Education Directorate, Nanoorkhera, Tapovan Road, Dehradun - 248 001, hereinafter referred to as “the Assigning Authority” or “USMSP” which expression shall unless repugnant to the context include the successors and assigns, on the one part

AND

2. 2nd Party

M/s. _____ having its head office _____ at _____

_____ and _____ branch office at _____

_____ which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, administrators and legal representatives (hereinafter referred to as ‘the Implementing partner’) of the OTHER PART:

3. Definitions & Interpretations

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“Additional Cost” shall mean the additional capital expenditure and/or the additional operating costs or VOCATIONAL EDUCATION PROGRAMME as the case may be, which the Service Provider would be required to incur as a result of Change in Law.

“Affected Party” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.1.

“Agreement” shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

“Applicable Law” shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Service Provider.

“Applicable Permits” shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Service Provider

under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“Appointed Date” shall mean the date of this Agreement.

“Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Change in Law” shall have the meaning ascribed thereto in Clause 8.2.

“COD” or “Commencement of Operations Date” shall mean the date on which the Service Provider has started the **IMPLEMENTATION OF THE VOCATIONAL EDUCATION PROGRAMME IN SECONDARY SCHOOLS OF UTTARAKHAND** Programme which shall in any case not be later than expiry of Implementation Period. It shall be subject to successful certification of the labs and deployment of the teachers.

“Department” means Department of Primary & Secondary Education or RMSA or NSQF State cell.

“Emergency” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility.

“Financing Documents” shall mean collectively the documents evidencing Lenders’ commitment to finance the Project.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or “Force Majeure Event” shall mean an act, event, condition or occurrence as specified in Article 8.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“Government Agency” shall mean Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body,

central, state, or local, having jurisdiction over the Service Provider, the Project Site or any portion thereof, or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“NSQF” means National Skills Qualification framework state cell

“Operations Period” shall mean the period commencing from COD and ending at the expiry of the agreement.

“Parties” shall mean the parties to this Agreement and **“Party”** shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Service Provider in accordance with 5.1.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or Government Agency or any other legal entity.

“Preliminary Notice” shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Project” shall mean financing, operation and maintenance of Project at Project Site in accordance with the provisions of this Agreement.

“Project Agreements” shall mean collectively this Agreement and any other material contract (other than Financing Documents) entered into or may hereafter be entered into by the Service Provider in connection with the Project.

“Project Requirements” shall mean VOCATIONAL EDUCATION PROGRAMME Requirements or any of them as the context may admit or require.

“Project Site” shall mean the built up space provided to the Service Provider within the existing school buildings for operation & implantation of the vocational education programme, more fully described in Schedule 1.

“Rupees” or **“Rs.”** refers to the lawful currency of the Republic of India.

“RMSA” means RASHTRIYA MADHYAMIK SHIKSHA ABHIYAN”

“SPD” means State Project Director

“SPO” means State Project Office

“Services” means the work to be performed by the Bidders pursuant to this contract as described in Terms of Reference.

“Special Officer” means officer in charge of NSQF state cell

“Tax” shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Service Provider under Applicable Law.

“Termination” shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“Termination Date” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Vocational Teacher” means the personnel authorized to teach the vocational subject in the selected schools

4. Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include VOCATIONAL EDUCATION PROGRAMME such days or dates;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).

- (i) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- (j) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (k) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (l) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party in this behalf and not otherwise;
- (m) the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the “Damages”)

Service Assignment

ARTICLE 2

2.1. Grant of Service Assignment

Subject to and in accordance with the terms and covenants set forth in this Agreement, the Authority hereby grants and authorizes the Service Provider to finance, to establish, operate and maintain the Vocational Training Program Labs and to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, (the “Service Agreement”).

2.2 Service Assignment Period

- a) *The Assignment hereby granted is for a period of four (4) years from the Appointed Date (hereinafter referred to as the “Service Assignment Period”).*
- b) Provided, in the event of Termination, the Service Assignment Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.
- c) *After the completion of Service Assignment period our (4) years, the Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad may extend the Assignment period subject to the condition that the Service Provider, during the four (4) year period, has satisfactorily fulfilled the project objectives, deliverables, has not indulged in any unfair practice and adhered to all the operation and maintenance standard laid out.*
- d) The performance evaluation of the Service Provider during the initial four (4) years would be based on, among other sources, the reports of Project Monitoring Committee and other monitoring mechanism of USMSP.

- e) The USMSP at the time of signing of this agreement is not providing any assurance that the Initial Assignment period of four (4) years would necessarily be extended after the fourth (4th) year.
- f) The Service Assignment period, if extended would be based on same or revised terms and conditions to be negotiated at that point of time wherein first-right-of-refusal will be with the Service Provider.

2.3 Acceptance of Service Assignment

In consideration of USMSP agreeing to permit the Service Provider to receive the program fees and any other amounts, and the rights, privileges and benefits conferred upon by the Authority and other good and valuable consideration expressed herein, the Service Provider hereby accepts the Service Assignment and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

Project Site

ARTICLE 3

3.1 Handover of Project Site

- (a) USMSP shall, within 15 (fifteen) days from the Appointed Date, handover to the Service Provider, vacant and peaceful physical possession of the Class rooms alongwith available infrastructure in the schools covered under Project Site for the purpose of implementing the Project. USMSP shall provide space in existing premises to the Assignment free of cost and no rent shall be charged from the Service Provider.
- (b) Upon the Project Site being handed over pursuant to the preceding Clause (a), the Service Provider shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, and improvements in the Project Site as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

3.2 Rights, Title and Use of the Project Site

- (a) The Service Provider shall have the right to the use of Project Site in accordance with the provisions of this Agreement and for this purpose it may regulate the entry and use of the same by third parties.
- (b) ***The Project Site including the Project Facility developed thereon belongs to USMSP and shall continue to be the property of USMSP.***
- (c) The Service Provider shall not part with or create any Encumbrance on the whole or any part of the Project Site.
- (d) The Service Provider shall not without the prior written approval of USMSP use the Project Facility for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

- (e) *The Service Provider shall allow access to and use of the Project Site for laying/ installing/ maintaining telegraph lines, electric lines or for such other public purposes as USMSP may specify.*

Provided that such access or use shall not result in a Material Adverse Effect and that USMSP shall, in the event of any physical damage to the Project Site/ Project Facility/on account thereof, ensure that the Project Site/ Project Facility is promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed by the Service Provider affects the performance of any of its obligations hereunder, the Service Provider shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

- (f) The Service Provider shall use the Project in the school hours. The regular school hours are defined in Schedule 3.
- (g) *The Service Provider shall not demolish any existing structure on the Project Site without written permission of the USMSP.*

3.3 Peaceful Possession

USMSP, as Assigning Authority, hereby warrants that:

- (a) The Project Site together with the necessary right of way/ way-leaves
- (i) has been acquired through the due process of law
 - (ii) belongs to and is vested in USMSP and that USMSP has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Service Provider shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation/ resettlement or land acquisition of any Persons affected thereby.
- (b) The Service Provider shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site or part thereof until expiry of the Assignment Period/ completion of Hand back Requirements. In the event, the Service Provider is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Site or any part thereof, USMSP shall, if called upon by the Service Provider, defend such claims and proceedings and also keep the Service Provider indemnified against any consequential loss or damages which the Service Provider may suffer, on account of any such right, title, interest or charge.

3.4 Applicable Permits

The Service Provider shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project.

Implementation Period

ARTICLE 4

Implementation Period

4.1. Implementation Period shall start from the Appointed Date and would continue as indicated below :

S.No.	Activity	Timeline
1	Signing of the Agreement	T
2	Setting up the lab	T+30Days
2	Manpower Deployment	T+30Days
3	Project Roll-out	T+45Days

4.2. During the Implementation Period the Service Provider shall in consultation with USMSP finalise the time schedule for operating and managing Vocational Education Programme in all the schools.

4.3. During the Implementation Period the USMSP shall undertake the following activities in consultation with the Service Provider :

- a. Prepare the induction training program for the Vocational Teachers.
- b. Prepare the books and other material for Vocation Education Program and ensure its delivery to schools
- c. Prepare a list of Government Students to be catered under the programme.
- d. Prepare an inventory of items to be provided in all the schools for the Vocational Education program.
- e. Select the third party agency/person for the inspection and verification of the vocational education labs for each trade and inform the Service Provider.
- f. Prepare the necessary monitoring mechanism for the project at school, district and USMSP
- g. Prepare the Web based central MIS for the program.

4.4. After setting up of the labs at each location, the service provider shall ensure that the labs are inspected and approved by the designated third party employed by the Authority. **The appointed third party would issue the lab completion certificate.**

4.5. After completion of Manpower recruitment, the service provider shall duly inform USMSP regarding completion of the milestone.

- 4.6. The project roll out would commence with the induction training of instructors/vocational teachers by the Authority. The vocational teachers shall be deployed in schools after the completion of induction training.
- 4.7. Year 1, Academic Year 2014-15, shall be the preparatory year for the Academic Year 2015-16.
- 4.8. The classes shall begin in Academic Year 2015-16.

Service Provider's Obligations

ARTICLE 5

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Service Provider shall have the following obligations:

5.1 Performance Security

- (a) The Service Provider shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to USMSP, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to USMSP, in the form as set forth in Schedule 5, ("Performance Security") for a sum of Rs...../- (Rupees lakhs only)
- (b) The Performance Security shall be kept valid for throughout the Service Assignment Period from the Appointed Date.

Provided that if the Agreement is terminated due to any event other than a Service Provider Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to USMSP's right to receive amounts, if any, due from the Service Provider under this Agreement, be duly discharged and released to the Service Provider.

5.2 Vocation Education Program

- 5.2.1 The Service Provider shall implement the NSQF project to achieve following objectives :.
 - (i) Successfully introduce and integrate vocational (NSQF compatible) courses at the Class 9th - 12th (in the 14-17 years age group) on an optional/voluntary basis in 44 schools in Uttarakhand from the academic year 2014-15.
 - (ii) NSQF project is to formalize the way the trainings as per National Occupational Standards (NOS) are conducted and to standardize the outcome of the trainings, i.e. quality of students with respect to both technical skills as well as work readiness for the entry level job roles in the relevant sector at the end of Level 4. Post Level 4, students have the

options to go for employment or continue the studies. Currently RMSA plans to offer NSQF Courses in five streams - Information Technology - Information Technology Enabled Services (IT-ITEs), Automobile, Retail, Healthcare. In future more streams can be included under this scheme

5.2.2 The service provider will be responsible for the following in the proposed programme covering 44 secondary and senior secondary schools. Among these 25 schools are situated in plain area and 19 schools are situated in hilly area. The service provider shall :

- a) Procure tools, equipment and computers in all [number of schools] schools, to establish vocation education labs for [name of the trade] with minimum equipment and specifications as provided in **Schedule 7**
- b) Ensure arrangement of maintenance of tools and equipments, software and e-learning material as and when required.
- c) Ensure day-to-day requirements of stationary and other consumables for conducting the classes.
- d) Provide resource persons including teachers/skill trainers, skill knowledge providers, industry coordinators, guest faculty as per requirement of the project.
- e) Provide 02 vocational teachers in selected school of plain and hilly area as per the trade. Initial requirement Year 1-Year 3 shall be of 01 teacher for class 9-10. If class 11-12 are added to the program additional 1 teacher shall be deployed by the service provider.
- f) Ensure hands on skill training to students in industrial and commercial establishments.
- g) Ensure internal assessment of the students.
- h) Ensure theoretical and practical classes as per NSQF guidelines.
- i) Ensure students, parents, teachers and community mobilization in selected schools.
- j) Create awareness among the students, parents, teachers and community for the vocational education.
- k) Provide guidance and counselling services to the students as and when required.
- l) Ensure industry visit to the student for their improvement in practical exposure.
- m) Provide placement to the eligible students in related job market after passing out the level IV certificate.
- n) Organize minimum 20 guest faculty lecture in each relating subject/trade in every selected schools.

5.3 Course curriculum

5.3.1 The Syllabus covered in the program shall be provided by USMSP.

5.3.2 The service provider shall ensure the effective delivery of this curriculum.

5.4 Study Material

5.4.1 The Service Provider shall provide the basic classroom material like student stationary and other teaching accessories for effective delivery of vocational education program.

5.4.2 The books of course curriculum shall be provided by USMSP.

5.4.3 Students shall be encouraged to take up innovative project work during the academic year. USMSP shall provide funds to support such project expenses through school principal.

5.5 Teaching Staff

5.5.1 Provide 02 vocational teachers in selected school of plain and hilly area as per the trade. Initial requirement Year 1-Year 3 shall be of 01 teacher for class 9-10. If class 11-12 are added to the program additional 1 teacher shall be deployed by the service provider.

5.5.2 The selection and recruitment process for the teachers should be transparent; merit based and follow rules of Government of Uttarakhand. The process maybe conducted in consultation with the USMSP. USMSP shall provide a guideline for this purpose.

5.5.3 The teaching staff should be well qualified and consistency should be strictly maintained. In case, any teacher is found unsuitable, the Service Provider shall make an alternative arrangement within 15 days. The decision, of USMSP in this regard will be final.

5.5.4 The educational qualifications and experience of the teaching staff should be able to impart the functional english skill programme as per objective and outcomes. The minimum educational qualifications of the teaching staff should be as per **Schedule 6**:

5.5.5 The Service Provider shall ensure that the instructor/teacher is familiar with the study material and he/she has adequate training to conduct the prescribed course.

5.5.6 In case it is found by USMSP that the qualification of the Teaching Staff is less than that prescribed or the quality of teaching is found below satisfactory level, the Service Provider shall immediately replace the Teaching Staff at its own cost and expense.

5.5.7 The teaching staff should be paid in accordance with minimum wage laws and also in accordance with good industry practices. A transparent payment mechanism should be established to avoid any corruption or pilferage in the system.

5.6 Vocational Education Program Assessment & Evaluation

5.6.1 The Service Provider shall also deploy methods of continuous assessment of the students in order to ensure effective roll out of the program.

- 5.6.2 USMSP and Uttarakhand Board shall conduct the assessment and evaluation as per the NSQF and the service provider shall ensure preparation for these assessment and evaluations.
- 5.6.3 The service provider shall also prepare students for level certification as per NSQF requirements.
- 5.7 Setting up of the vocational education labs**
- 5.7.1 The service provider shall establish the vocation education labs as per NSQF standards and specifications.
- 5.7.2 The labs shall be inspected and certified by the third party agency/experts nominated by the USMSP.
- 5.7.3 The labs should be operated and maintained by the service provider to ensure that all equipment remains functional with 99% uptime.
- 5.8 Operation & Maintenance of the Project Facility**
- 5.8.1 No activity other than enhancing competencies of the the students as per the UNNATI program shall be carried out by the Service Provider in the Project Facility without prior written approval of the USMSP.
- 5.8.2 The Service Provider shall not sublet, transfer or assign the Project or any part thereof without prior written consent of USMSP. In the event of the Service Provider contravening this condition, USMSP shall be entitled to terminate the Agreement at the risk and cost of the Service Provider.
- 5.9 Repair and Maintenance of the Project Facility**
- 5.9.1 Any major repairs and maintenance of the Project Facility, class rooms and other major infrastructure or any part thereof shall be undertaken by the USMSP in consultation with the Service Provider.
- 5.9.2 Repairs and Maintenance of Vocational Education Lab, its equipment etc. shall be responsibility of the Service Provider. The expenses for the same be met by the service provider from the recurring expenses quoted by them.
- 5.9.3 All the repair and maintenance activities shall be duly logged by the service provider and shall be made part of the reporting system. The report should indicate also the cost incurred on such repairs.
- 5.10 Financing Arrangement**
- 5.10.1 The Service Provider shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.
- 5.10.2 The service provider shall be paid on performance basis only by USMSP as mentioned in the **Schedule 2 & subject service levels as per Schedule 8.**

5.11 Students Records

5.11.1 The Service Provider shall keep all the Students Records of following details throughout the Service Assignment Period :

- a. Name Number of students enrolled for the course.
- b. Daily attendance of the students & Teacher
- c. Academic Progress Details
- d. Assignments & Performance Details

5.11.2 USMSP may at any time throughout the Service Assignment Period inspect the records kept by the Service Provider.

5.11.3 These records should be available on the MIS as stated in the clause

5.12 Reporting Systems

5.12.1 The Service provider shall be obliged to provide daily, weekly, monthly, quarterly and annual reports for the project in accordance with the system agreed with USMSP.

5.12.2 USMSP should put in place a mechanism for endorsement of these reports at school level.

5.12.3 The service provider shall ensure that offline and online reporting compliance is achieved during the entire assignment period.

5.13 Validity of certificate (NSDC/SSC affiliation certificate)

The Implementing Partner should keep NSDC/SSC affiliation certificate valid until the end of the agreement period.

5.14 Insurance

The equipment and services supplied under the Agreement by the Service Provider shall be fully insured by the Service Provider against loss, theft or damage incidental to the manufacture or acquisition, transportation, storage, delivery and installation and operations. The period of insurance shall be for the entire Service Assignment Period.

5.15 Indemnity by Service Provider

The Service Provider shall indemnify and hold harmless USMSP and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Service Provider's negligence or breach in execution of the O&M requirement and any activity incidental thereto.

5.16 General Obligations

The Service Provider shall at its own cost and expense:

- (a) investigate, study, operate and maintain the Project Facility in accordance with the provisions hereof;

- (b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Service Assignment Period;
- (c) comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Service Assignment Period;
- (d) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project ;
- (e) appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- (f) make efforts to maintain harmony and good relations among the personnel employed in connection with the performance of its obligations under this Agreement and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies USMSP against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall USMSP be treated as employer in this regard;
- (g) be responsible for all the health, security, environment and safety aspects of the Project Site/ Project Facility, as the case may be, at all times during the Service Assignment Period;
- (h) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- (i) upon receipt of a request thereof, afford access to the Project Facility to the authorised representatives of USMSP for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Service Provider shall provide to such persons assistance reasonably required to carry out their respective duties and functions.
- (j) pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Service Assignment Period.
- (k) provide and maintain all necessary accommodation and welfare facilities for its staff. The Service Provider shall not permit any of its employees to maintain any temporary or permanent living quarters within the Project Site.
- (l) take precautions to ensure the health and safety of its staff.
- (m) take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff to preserve peace and protection of persons and Project Site against such conduct.

5.17 No Breach of Obligations

The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (i) Force Majeure Event, subject to Clause 8.1;
- (ii) USMSP Event of Default;
- (iii) Compliance with the instructions of the USMSP or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Service Provider of any of its obligations hereunder;
- (iv) Closure of the Project Facility or part thereof with the approval of USMSP.

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, USMSP shall have the following obligations:

6.1 Specific Obligations

- (a) USMSP shall identify and earmark the space/ classrooms to be made available to the Service Provider during school hours in accordance with the provisions of this Agreement;
- (b) USMSP shall handover a list of inventory consisting of details of infrastructure provided to the Service Provider.
- (c) USMSP shall provide the list of Government Students to be covered by the programme .
- (d) USMSP shall grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from USMSP under this Agreement, in connection with implementation of the Project and the performance of its obligations.
- (e) USMSP shall prepare the course material and training material for the program before the end of implementation period.
- (f) USMSP shall prepare the web based MIS before the end of implementation period.
- (g) USMSP shall make all necessary arrangements for the inspection and certification of the labs by third party experts/agency.
- (h) USMSP shall make all necessary arrangements for assessment of evaluation of the students under NSQF guidelines.
- (i) USMSP shall ensure that all school and district level committees are in place for implementation and monitoring of the program.

6.2 General Obligations

USMSP shall :

- (a) upon written request from the Service Provider, assist the Service Provider in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the Service Provider than those generally available to commercial customers receiving substantially equivalent facilities/utilities;
- (b) observe and comply with all its obligations set forth in this Agreement.

6.3 Monitoring and Assessment

6.3.1 MIS for Monitoring and Evaluation

The USMSP shall prepare web based online MIS system to manage operations in all the schools and also at central level. The Online MIS Software should be able to capture the following:

- (j) Student related information: Student details like name, roll no, schooling history, attendance, course/training module enrolled, web based tool to monitor student performance through evaluation/examination, curriculum and marks obtained etc.
- (k) Teacher related information: Attendance, leave records, training details, lectures delivered etc.
- (l) Lab Equipment related information with maintenance and uptime records
- (m) Day-to-day teaching activities
- (n) Feedback module: To capture feedback from students, teachers, DEO(S) Inspection teams etc.
- (o) Report generation: Software should be able to generate weekly and monthly reports as required by the Department from time to time. Formats and frequency of reports to be finalized in consultation with the USMSP.
- (p) The MIS should also capture the payments.

6.3.2 USMSP Monitoring and Evaluation

- (a) USMSP shall form a Four Tier Monitoring committee for the Programme as below :

State Level Committee

- i. State Project Director, RMSA - Chairman
 - ii. Director, Secondary Education - Member
 - iii. Additional State Project Director, RMSA - Member
 - iv. Joint State Project Director, RMSA - Member
 - v. Joint Director ,Directorate General - Member
- The committee shall submit its report to the government regarding the achievement of projects deliverables - low, moderate, satisfactory, excellent etc with specific recommendation(s) on the continuance of the engagement of the service provider. The findings of the expert committee would be considered to be final and binding.
 - If the project deliverables are found to be moderate or low, the expert committee would direct USMSP to plan corrective action(s) with the Service Provider and implement the same to achieve desired outputs within sixty (60) days.
 - The expert committee shall evaluate project deliverables on a three monthly basis based on visit to the facility by designated members or representatives of the committee, review of auditors' reports, reports provided by Service Provider, information received from general public including project stakeholders etc.
 - USMSP shall facilitate the committee in information gathering, conducting facility visit, meetings, interviews etc.

District Level Committee

- i. Chief Education Officer - Chairman
- ii. Principal, DIET - Member
- iii. District Education Officer , Secondary - Member
- iv. Chief Treasury Officer - Member

- Shall be responsible for monitoring the performance of the program in the district.
- Committee shall issue direction to DEO and School Principals for performance improvements.
- Shall also ensure timely payments to the Service Provider and also ensure enforcement of penalties.

Block Level Committee

- i. Block Education Officer
- Shall be responsible for monitoring and inspection of the program in designated schools. Shall submit reports of inspections and visits to USMSP.
 - Shall conduct atleast 1 visit every month to the schools in the block running UNNATI program.

School Level Committee

- i. Principal
- ii. Nominated Teacher

- Shall be responsible for day-to-day monitoring and inspection of the program in their school.
- Shall be responsible for endorsing the bills, attendance records and all the reports of the Service Provider.

- (b) The service provider shall be required to provide information/records/reports to these committees as and when requested.
- (c) The service provider shall be required to send its representative to the state committee and district committee meetings if required.

Service Assignment Payments

ARTICLE 7

7.1 Service Assignment Payment

- (a) The Authority agrees to make to the Service Provider payment in accordance with Schedule 2 (“Service Assignment Payment”) at in accordance with the financial proposal submitted by the Service Provider.
- (b) The Payment would have two separate components :
 - a. The capital expenses towards establishing the vocational education labs
 - b. The monthly recurring payment for the conduct of the assignment.
- (c) The payments would be subject to the Service Levels and Penalties as described in the Schedule 8.
- (d) All payments shall be affected from the USMSP office
- (e) Bills & reports duly endorsed by the school committee should be sent to USMSP state office every month.

- (f) Payments to the service provider shall be made within 30 days from the receipt of bills by USMSP. In case of any delays, USMSP shall be liable to pay interest as mentioned in clause 13.
- (g) Quarterly bills shall be raised by the service provider combining three preceding months' bills.
- (h) The initial years' provision for payment shall be as quoted by the service provider. As no. of teachers increases to 2 in the trade after inclusion of class 11 & 12 in the program, service provider shall be entitled to bill 1.80 times the quoted monthly amount.

7.2 Payments by the Service Provider to the project staff

- (a) The Service Provider shall ensure that the payments to the project staff are done in timely manner and not later than the 7th day of every month.
- (b) All payments to the staff shall be affected through NEFT/RTGS/E-Banking system and bank statements should be submitted as the proof while submitting the bills to the Authority.

Force Majeure and Change In Law

ARTICLE 8

8.1 Force Majeure Event

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargo, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Service Provider shall promptly notify USMSP in writing of such condition and the cause thereof. Unless otherwise directed by USMSP, the Service Provider shall continue to perform his obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Service Provider shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

8.2 Change in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - (i) the enactment of any new Indian law;
 - (ii) the repeal, modification or re-enactment of any existing Indian law;
 - (iii) a change in the interpretation or application of any Indian law by a court of record.

Provided that Change in Law shall not include:

- (i) coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
- (ii) any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,

- (iii) any change in the rates of the Central Taxes.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Service Provider taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a consequence of a Change in Law, the Service Provider is obliged to incur additional costs, USMSP shall not reimburse any such cost.
- (c) Upon occurrence of a Change in Law, the Service Provider may, notify USMSP of the following:
 - (i) the nature and the impact of Change in Law on the Project
 - (ii) in sufficient detail, the estimate of the Additional Cost likely to be incurred by the Service Provider on account of Change in Law
 - (iii) the measures, which the Service Provider has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimising the Additional Cost

Events of Default and Termination

ARTICLE 9

9.1 Events of Default

Event of Default shall mean either Service Provider Event of Default or USMSP Event of Default as the context may admit or require.

(a) Service Provider Event of Default

Any of the following events shall constitute an Event of Default by the Service Provider ("Service Provider Event of Default") unless such event has occurred as a result of one or more reasons set out in **Clause 5.17**:

- (i) The Service Provider has failed to achieve COD within 60 days from the date of signing of the Agreement for any reason whatsoever;
- (ii) At any time during the Assignment Period, the Service Provider fails to adhere to the VOCATIONAL EDUCATION PORGRAMME Requirements and has failed to remedy the same within 30 days;
- (iii) The Service Provider has failed to make any payments due to USMSP and more than 120 days have elapsed since such payment became due;
- (iv) The Service Provider is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days ;
- (v) Any representation made or warranty given by the Service Provider under this Agreement is found to be false or misleading;
- (vi) A resolution has been passed by the shareholders of the Service Provider for voluntary winding up/ dissolution of the Service Provider;
- (vii) Any petition for winding up of the Service Provider has been admitted and liquidator or provisional liquidator has been appointed or the Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of USMSP, provided that, as part of such amalgamation or reconstruction and the amalgamated or

- reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement;
- (viii) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- (ix) The Service Provider has abandoned the Project Facility ;
- (x) The Service Provider has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (xi) The Service Provider has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days
- (xii) The Service Provider has failed to perform/ discharge its obligations under Article 5 of this Agreement for a continuous period of 30 days.

(b) USMSP Event of Default

Any of the following events shall constitute an event of default by USMSP ("USMSP Event of Default"), when not caused by a Service Provider Event of Default or a Force Majeure Event:

- (i) USMSP is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Service Provider;
- (ii) USMSP having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Service Provider
- (iii) USMSP has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (iv) USMSP has unreasonably withheld or delayed grant of any approval or permission which the Service Provider is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;
- (v) Any governmental action not arising out of a breach, default or lapse on the part of the Service Provider, whereby the this Agreement becomes inoperable or takeover by any government agency of the Project/ Project Facilities or any part thereof, thereby causing Material Adverse Effect.
- (vi) Any representation made or warranties given by the USMSP under this Agreement has been found to be false or misleading.

9.2 Termination due to Event of Default

(a) Termination for Service Provider Event of Default

- (i) Without prejudice to any other right or remedy which USMSP may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, USMSP shall be entitled to terminate this Agreement in the manner as set out under Clause 9.2(a)(ii) and Clause 9.2(a)(iii).
- (ii) If USMSP decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the

Service Provider. Within 30 days of receipt of the Preliminary Notice, the Service Provider shall submit to USMSP in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Service Provider's Proposal to Rectify"). In case of non-submission of the Service Provider's Proposal to Rectify within the said period of 30 days, USMSP shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.

- (iii) If the Service Provider's Proposal to Rectify is submitted within the period stipulated therefor, the Service Provider shall have further period of 30 days ("Cure Period") to remedy/ cure the underlying Event of Default. If, however the Service Provider fails to remedy/ cure the underlying Event of Default within such further period allowed, USMSP shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security, if subsisting.

(b) Termination for USMSP Event of Default

- (i) Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under this Agreement, upon the occurrence of USMSP Event of Default, the Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the Service Provider decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to USMSP. Within 30 days of receipt of Preliminary Notice, USMSP shall forward to the Service Provider its proposal to remedy/ cure the underlying Event of Default (the "USMSP Proposal to Rectify"). In case of non submission of USMSP Proposal to Rectify within the period stipulated there for, Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If USMSP Proposal to Rectify is forwarded to the Service Provider within the period stipulated therefor, USMSP shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however USMSP fails to remedy/ cure the underlying Event of Default within such further period allowed, the Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

(d) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- (ii) the termination payment, if any, payable by USMSP in accordance with the following Clause (f) is paid to the Service Provider on the Termination Date and
- (iii) the Project Facility is handed back to USMSP by the Service Provider on the Termination Date free from any Encumbrance along with any payment that may be due by the Service Provider to USMSP.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

(f) Termination Payments on account of USMSP Event of Default

Upon Termination of this Agreement on account of USMSP Event of Default, the Service Provider shall be entitled to revoke the Performance Security, if subsisting and shall be entitled to all pending payments due to them.

(g) Termination Payments on account of Service Provider Event of Default

Upon Termination of this Agreement on account of Service Provider Event of Default, the USMSP shall be entitled to receive the following amount

- i. Amount of Performance Security.
- ii. Any penalties due from the service provider

9.3 Rights of USMSP on Termination

(a) Upon Termination of this Agreement for any reason whatsoever, USMSP shall upon making the Termination Payment, if any, to the Service Provider have the power and authority to:

- (i) enter upon and take possession and control of the Project Site / Project Facility forthwith;
- (ii) prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon/ dealing with the Project Site /Project Facility;

(b) Notwithstanding anything contained in this Agreement, USMSP shall not, as a consequence of Termination or otherwise, have any obligation whatsoever

including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Service Provider in connection with the Project, and the hand back of the Project Facility by the Service Provider to USMSP shall be free from any such obligation.

9.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

Hand back Requirements

ARTICLE 10

10.1 Ownership

Without prejudice and subject to the agreement, the ownership of the Project Site, and the Project Facility, including all improvements made therein by the Service Provider, shall at all times remain that of USMSP.

10.2 Obligations of Parties

(a) Service Provider's Obligations

- i. The Service Provider shall on the date of expiry of the agreement Period, hand back peaceful possession of the Project Facility to USMSP free of cost and in good operable condition.
- ii. At least 12 months before the expected expiry of the Assignment Period a joint inspection of the Project Facility shall be undertaken by USMSP and the Service Provider. USMSP shall, within 45 days of such inspection prepare and furnish to the Service Provider a list of works/ jobs ("Project Facility Handback Requirements"), if any, to be carried out so as to conform to the VOCATIONAL EDUCATION PORGRAMME Requirements. The Service Provider shall promptly undertake and complete such works/jobs at least 3 months prior to the expected expiry of the Assignment Period and ensure that the Project Facility continues to meet such requirements until the same are handed back to USMSP.
- iii. USMSP shall, within 15days of the joint inspection undertaken under preceding clause (ii) prepare and furnish to the Service Provider a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to USMSP along with the Project Facility.
- iv. The Service Provider hereby acknowledges USMSP's rights specified in Clause 9.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Service Provider undertakes to comply with and discharge promptly all such obligations.

10.3 USMSP's Obligations

USMSP shall, subject to USMSP's right to deduct amounts towards:

- (i) carrying out works/jobs listed under Clause 10.2(a)(ii), which have not been carried out by the Service Provider,
- (ii) purchase of items, which have not been handed back to USMSP along with the Project Facility in terms of Clause 10.2(a)(iii), and
- (iii) any outstanding dues, which may have accrued in respect of the Project Facility during the Assignment Period

duly discharge and release to the Service Provider the Performance Security within 3 months from the expiry of the Assignment Period.

Dispute Resolution

ARTICLE 11

11.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Director, USMSP and the Chief Executive Officer of the Service Provider for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 11.2 below.

11.2 Arbitration

(a) Procedure

Subject to the provisions of Clause 11.1, any dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 30 days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

(b) Place of Arbitration

The place of arbitration shall ordinarily be Dehradun but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) Performance during Arbitration

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

Representations and Warranties, Disclaimer

ARTICLE 12

12.1 Representations and Warranties of the Service Provider

The Service Provider represents and warrants to USMSP that :

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Service Provider's Memorandum and Articles of Association or any Applicable

- Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (g) there are no actions, suits, proceedings or investigations pending or to the Service Provider's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Service Provider Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
 - (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
 - (i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
 - (j) subject to receipt by the Service Provider from USMSP of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Service Provider in and to the Project Site/Project Facility shall pass to and vest in USMSP on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Service Provider or USMSP;
 - (k) no representation or warranty by the Service Provider contained herein or in any other document furnished by it to USMSP or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
 - (l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Service Provider to any person to procure the Assignment.
 - (m) Without prejudice to any express provision contained in this Agreement, the Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has after a complete and careful examination made an independent evaluation of the Project Site, and the information provided by USMSP, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.

The Service Provider also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that USMSP shall not be liable for the same in any manner whatsoever to the Service Provider.

12.2 Representations and Warranties of USMSP

USMSP represents and warrants to the Service Provider that:

- (a) USMSP has full power and authority to grant the assignment;
- (b) USMSP has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

- (c) This Agreement constitutes USMSP's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) There are no suits or other legal proceedings pending or threatened against in respect of the Project, Project Site or Project Facility.

12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

Miscellaneous

ARTICLE 13

13.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Dehradun shall have jurisdiction over all matters arising out of or relating to this Agreement.

13.2 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13.3 Survival

Termination of this Agreement:

- (a) shall not relieve the Service Provider or USMSP of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior

to the effectiveness of such Termination or arising out of such Termination.

13.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by both parties.

13.5 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to USMSP:

The State Project Director
Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad
Rashtriya Madhyamik Shiksha Abhiyan
UttarakhandNanookhera
Tapovan Road
Dehradun - 248 001

If to the Service Provider:

The Managing Director,

-----(*insert complete address with phone and fax details*)

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

13.6 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any

such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

13.7 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.8 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

13.9 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.10 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

SIGNED SEALED AND DELIVERED

For and on behalf of USMSP by:

For and on behalf of SERVICE PROVIDER by:

(Signature)

(Signature)

(Name)

(Designation)

In the presence of :

1)

2)

S. No	District	Block/ Taluka/ Municipal Corporation	Name of School	Trade	Location (Hilly/Plain)
1	ALMORA	HAWALBAG	G.I.C. LODHIYA	IT & Automobile	H
2	BAGESHWAR	Bageshwar	V.M.J.S.G I.C. Bageshwar	IT & Automobile	H
3	CHAMOLI	DASHOLI	GIC GOPESHWAR	IT & Automobile	H
4	CHAMOLI	JOSHIMAT	GGIC JOSHIMATH	IT & Patient Care	H
5	CHAMPAWAT	Lohaghat	GIC Lohaghat	IT & Automobile	H
6	DEHRADUN	CHAKRATA	GIC LAKHAMANDAL	IT & Automobile	H
7	DEHRADUN	KALSI	G. I. C SAHIYA	IT & Automobile	H
8	DEHRADUN	VIKASNAGAR	G.I.C SABHAWALA	IT & Automobile	P
9	DEHRADUN	SAHASPUR	G.I.C MUSSORIEE	IT & Patient Care	H
10	DEHRADUN	RAIPUR	G.I.C MALDEVTA	Retail & Patient Care	P
11	DEHRADUN	DOIWALA	G.G.I.C RISHIKESH	Retail & Patient Care	P
12	DEHRADUN	VIKASNAGAR	G.I.C HARBERTPUR	IT & Automobile	P
13	DEHRADUN	SAHASPUR	G.I.C SELAKUI	IT & Automobile	P
14	DEHRADUN	RAIPUR	G.I.C BSN GUJRARA	IT & Automobile	P
15	DEHRADUN	RAIPUR	G.G.I.C RAJPUR ROAD	IT & Automobile	P
16	HARIDWAR	ROORKEE	G.I.C. IMLIKHERA	IT & Patient Care	P
17	HARIDWAR	BAHADARABAD	G.I.C. SALEMPUR	IT & Retail	P
18	HARIDWAR	LAKSAR	G.I.C. BHOGPUR	IT & Automobile	P
19	HARIDWAR	HARIDWAR MB	G.G.I.C. JAWALAPUR	IT & Automobile	P
20	HARIDWAR	HARIDWAR MB	G.I.C. BHEL	IT & Automobile	P
21	HARIDWAR	ROORKEE MB	G.I.C. ROORKEE	IT & Automobile	P
22	NAINITAL	HALDWANI	GIC LAL KUAN	Retail & Automobile	P
23	NAINITAL	BHIMTAL	GGIC NAINITAL	IT & Patient Care	H
24	NAINITAL	DHARI	GIC SUNDARKHAL	IT & Automobile	H
25	NAINITAL	BETALGHAT	GIC BETALGHAT	IT & Automobile	H
26	NAINITAL	KOTABAG	GGIC KOTABAGH	IT & Patient Care	H
27	NAINITAL	OKHALKHANDA	GIC OKHALKANDA	IT &	H

S. No	District	Block/ Taluka/ Municipal Corporation	Name of School	Trade	Location (Hilly/Plain)
				Automobile	
28	NAINITAL	RAMGARH	GIC RAMGARH	IT & Automobile	H
29	NAINITAL	RAMNAGAR	GGIC RAMNAGAR	Retail & Patient Care	P
30	PAURI	DUGADDA	GOVT. INTER COLLEGE KOTDWAR	IT & Automobile	P
31	PAURI	KHIRSU	GOVT. GIRLS INTER COLLEGE SRINAGAR	IT & Patient Care	H
32	PITHORAGARH	Bin	GIC PITTORAGARH	IT & Automobile	H
33	RUDRAPRAYAG	Augustyamuni	G.I.C.Rudraprayag	IT & Automobile	H
34	TEHRI	Narendranagar	GICTapovan	IT & Automobile	H
35	U.S. NAGAR	Sitarganj	GHS Sisauna	IT & Automobile	P
36	U.S. NAGAR	Jaspur	GHS Basai	IT & Retail	P
37	U.S. NAGAR	Khatima	GHS Charuveta	IT & Patient Care	P
38	U.S. NAGAR	Bajpur	GIC Sultanpurpatti	IT & Patient Care	P
39	U.S. NAGAR	Gadarpur	GICJainagar	Retail & Automobile	P
40	U.S. NAGAR	Sitarganj	GIC,Sitarganj	IT & Automobile	P
41	U.S. NAGAR	Rudrapur	GIC AN JHA Rudrapur	IT & Automobile	P
42	U.S. NAGAR	Rudrapur	GGIC,Pantnagar	IT & Automobile	P
43	U.S. NAGAR	Kashipur	GIC Mahuvakhedaganj	IT & Automobile	P
44	UTTARKASHI	Bhatwari	GIC UTTARKASHI	IT & Automobile	H

PAYMENTS TO THE SERVICE PROVIDER

The Service Provider shall be entitled to receive the payments as per the accepted financial proposal below:

1. Capital Expenditure Payment for setting up of Vocational Education Labs

S.No.	Payment	Specification of time
1	60% of total quoted amount	After the certification of labs by the third party expert/agency
1	20% of total cost	After the first quarter of operations period
2	20% of total cost	After second quarter of the operations period

2. Monthly recurring expenditure

- a. Monthly Recurring expenditure shall be as quoted by the service provider and it shall cover following heads under NSQF guidelines :
 - i. Vocational Teacher's Salary
 - ii. Recurring expenditure on classroom stationary and other teaching material
 - iii. Expenses towards to guest faculty
 - iv. Expenses towards maintenance of all the lab equipment.
- b. Monthly Recurring expenditure shall be paid on quarterly basis.
- c. The initial years' provision for payment shall be as quoted by the service provider. As no. of teachers increases to 2 in the trade after inclusion of class 11 & 12 in the program, service provider shall be entitled to bill 1.80 times the quoted monthly amount.
- d. The service level should be measured and applied for each month's bill.

3. Penalties and Incentives

- a. Penalties and incentives shall be indicated on each month's bill
- b. Monthly bill shall be net off the claimed and endorsed penalties/incentives.

विद्यालयों में ग्रीष्मावकाश एवं शीतावकाश निम्न प्रकार हैं-


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

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

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

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

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


 (सी०एस० गवाल)
 निदेशक
 विद्यालयी शिक्षा उत्तराखण्ड

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

विद्यालयों का समय विभाजन

जूनियर हाईस्कूल/हाईस्कूल/इण्टरमीडिएट कालेज

शिक्षण अवधि-

दिन के विद्यालय- 5घण्टा 20 मिनट - 320 मिनट (40 मिनट प्रति वादन)
प्रातः के विद्यालय-4घण्टा 35 मिनट - 275 मिनट (35 मिनट प्रति वादन)
प्रार्थना सभा- 15 मिनट
मध्याह्न- 30 मिनट (मध्याह्न भोजन सहित)

विद्यालय समय

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

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

(सी०एस० ग्वाल)
निदेशक

विद्यालयी शिक्षा उत्तराखण्ड

1. General

- 1.1 The Service Provider shall comply with the O&M Requirements set out in this Schedule.
- 1.2 During the Assignment Period, the Service Provider shall ensure that :
- (i) Project Facility is kept free from undue deterioration and undue wear;
 - (ii) applicable and adequate safety measures are taken;
 - (iii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facility, due to any of its actions, is minimised;
 - (iv) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimised;
 - (v) disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/minimised;
 - (vi) members of the public are treated with due courtesy and consideration by its employees/ agents;
 - (vii) users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/minimise any adverse consequences by such event or matter;
 - (viii) a complaint register to record grievances of any member of the public in relation to the operations and maintenance of the Project Facility is duly maintained;
 - (ix) the personnel assigned by the Service Provider have the requisite qualifications and experience and are given the training necessary to enable the Service Provider meet the O & M Requirements.

2. Operation and Maintenance Manual and O& M Plans

- 2.1 The Service Provider shall finalise in consultation with the USMSP the O&M Plan for the first year of operations which shall include the following :
- a. Details of number of classes to be conducted by the Service Provider
 - b. Timings of each class before and after school hours and during summer & winter vacations
 - c. Organisation structure with responsibilities of key personnel;
 - d. Project Facility Management;
 - e. Safety Management Programme
 - f. Inspection Procedures;
 - g. Maintenance Programme;
 - h. Management information system and Report Formats.
- 2.2 Six weeks prior to the anniversary of COD each year, the Service Provider shall submit an annual O&M Plan for the next year of operations.

(Performa of Bank Guarantee)¹

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

In favour of

Uttarakhand Sabhi Ke Liye Madhyamik Shiksha Parishad, Uttarakhand, represented by State Project Director and having its office at Director School Education, UttarakhandNanookhera, Tapovan Road, Dehradun - 248 001, hereinafter referred to as “USMSP”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Assignment Agreement entered into between USMSP and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ (“the Service Provider”), the Service Provider has been granted the Assignment to Operation & Maintenance Learning Centres at 13 Districts across Uttarakhand for a period of 6 years (hereinafter referred to as “the Project”).
- B. In terms of Clause 5.1 of the Assignment Agreement, the Service Provider is required to furnish to USMSP, an unconditional and irrevocable bank guarantee for an amount of Rs. 20,00,000.00 (Rupees Twenty Lakhs only) as security for due and punctual performance/discharge of its obligations under the Assignment Agreement, relating to Project by the Service Provider.
- C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS :

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Assignment Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called “the Service Provider”) of all its obligations relating to the Project and in connection with achieving COD by the Service Provider in accordance with the Assignment Agreement.
3. The Guarantor shall, without demur, pay to USMSP sums not exceeding in aggregate Rs. 20,00,000.00 (Rupees Twenty Lakhs only), within _____ calendar days of receipt of a written demand there for from USMSP stating that the Service Provider has failed to meet its obligations under the Assignment Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or

¹To be issued by a Scheduled Bank in India

validity of demand so made by USMSP and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, USMSP shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Assignment Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by USMSP or any indulgence shown by USMSP to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by USMSP or any indulgence shown by USMSP , provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____² unless discharged/ released earlier by USMSP in accordance with the provisions of the Assignment Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

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

SIGNED AND DELIVERED

by _____ Bank

by the hand of Shri _____

its _____ and authorised official.

Teacher Qualification**SCHEDULE 6****AUTOMOBILE SECTOR**

Qualification, Competencies and other requirements for Vocational Teacher on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	<ul style="list-style-type: none"> • B.Tech. in Automobile/Mechanical Engineering or Graduate with 3 year Diploma in Automobile Engineering from State Board of Technical Education • Minimum 2 years of relevant experience in the field of Automobile workshops/Authorized dealers/Teaching in relevant field 	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies 	18-37 years (as on Jan. 01 (year) Age relaxation to be provided as per Govt. rules.

RETAIL SECTOR

Qualification, Competencies and other requirements for Vocational Teacher on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	<ul style="list-style-type: none"> • MBA in Sales and Marketing <li style="text-align: center;">Or • Post Graduate in Retail Management <li style="text-align: center;">Or • Graduate in any discipline with Diploma or Certificate course in Retail/Retail Management/Marketing & Sales • Minimum 2 years relevant experience for Graduate candidates and 1 year for Post Graduate candidates in the field of Marketing/Sales/Sales & Operation/Sales & Services/Teaching 	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies 	18-37 years (as on Jan. 01 (year) Age relaxation to be provided as per Govt. rules.

IT/ITes SECTOR

Qualification, Competencies and other requirements for Vocational Teacher on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	<ul style="list-style-type: none"> Bachelors Degree in Computer Engineering/Computer Application/Information Technology Or M.Tech.in Computer Engineering/Computer Science & Engineering/Software Engineering/Computer Applications/Information Technology Or Masters Degree in Computer Application Or Associate Member of Institution of Engineers (India) by examination in Computer Engineering after passing 3 years Diploma in Computer Engineering/ Computer Applications/ Information Technology Or DOEACC B Level Certificate Minimum 2 years relevant experience for Graduate candidates and 1 year for Post Graduate candidates in the field of Teaching/System Management/System Administration/Network Administration/Research and Quality Control 	<ul style="list-style-type: none"> Effective communication skills (oral and written) Basic computing skills Technical competencies 	18-37 years (as on Jan. 01 <u>(year)</u> Age relaxation to be provided as per Govt. rules.

HEALTHCARE SECTOR

Qualification, Competencies and other requirements for Vocational Teacher and Assistant on Contractual Basis are as follows:

S.No.	Qualification	Minimum Competencies	Age Limit
1.	B.Sc. Nursing & Midwifery (4 years) or 3 ½ years Diploma in GNM with one year experience	<ul style="list-style-type: none"> Effective communication skills (oral and written) Basic computing skills Technical competencies 	18-37 years (as on Jan. 01 <u>(year)</u> Age relaxation to be provided as per Govt. rules.

List of Tools and Equipment for Automobile Laboratory/Workshop

S.No.	Name of the Item	Specification	Qty.
1.	3 Ton Hydraulic Jack (Crockdile Type)	Jet	1 Nos
2.	3 Ton Mechanical Jack	Jet	1 Nos
3.	Air Compressor		1 Nos
4.	Allen Key Set	Eastman	2 Sets
5.	Alternator	Four Wheeler	Ea-5
6.	Apron		60 Nos
7.	Arbour Press	Jet	1 Nos
8.	Ball Pean Hammer	Eastman	2 Nos
9.	Battery Charger	Jet	1 Nos
10.	Battery Tester	Jet	1 Nos
11.	Bench Vice 5''	Jet	1 Nos
12.	Bore Guage		1 Nos
13.	Box Spanner Set 24 pc. Set 19 sockets+ 5 accessories	Eastman	2 Sets
14.	Brake System Air Assisted	Four Wheeler	Ea-5
15.	Brake System Hydraulic	Four Wheeler	Ea-5
16.	Clutch System	Four Wheeler	Ea-5
17.	Cotton Waste (Consumable)		10 Kgs
18.	Cutting Pliers	Eastman	2 Nos
19.	Depth Guage	Jet	1 Nos
20.	Dial Guage		1 Nos
21.	Diesel (Consumable)		5 Ltrs.
22.	Differential	Four Wheeler	Ea-5
23.	Double Ended Spanner Set 6*7 to 30*32	Eastman	2 Sets
24.	Electrical circuit board - mounted with complete car wiring, lights, etc.		
25.	Engine Petrol	Four Cylinder, 796 cc, 36 PS	Ea-5
26.	External Caliper	Jet	2 Nos
27.	External Expanding Circlip Plier	Eastman	2 Nos
28.	External Tube Type Wheel Alligner		1 Nos
29.	Feeler Guage (Range Set)	Jet	2 Nos
30.	Fender Cover		4 Nos
31.	Files	J.K	1 Set
32.	Filter Adjustable Remover	Jet	1 Nos
33.	Fuel Filter	Four Wheeler	Ea-5
34.	Fuel Pump	Four Wheeler	Ea-5
35.	Gear Box	Four Wheeler	Ea-5
36.	Grease (Consumable)		2 Ltrs.

S.No.	Name of the Item	Specification	Qty.
37.	Grease Gun	Jet	1 Nos
38.	Grinding Machine	Eastman	1 Nos
39.	Hydrometer		2 Nos
40.	Injector Cleaning tools kit		1 Nos
41.	Internal Caliper	Jet	2 Nos
42.	Internal Expanding Circlip Plier	Eastman	2 Nos
43.	Measuring Tape	Jet	1 Nos
44.	Micrometer	Jet	1 Nos
45.	Monkey Plier	Eastman	2 Nos
46.	MPFI Pump	Four Wheeler	Ea-5
47.	Multimeter	Jet	1 Nos
48.	Nose Plier	Eastman	2 Nos
49.	Oil Filter	Four Wheeler	Ea-5
50.	Oil Filter Spanner		1 Nos
51.	Oil Lubricating (Consumable)		2 Ltrs.
52.	Oil Squirit Can (Dispenser)	Eastman	2 Nos
53.	Petrol (Consumable)		2 Ltrs.
54.	Plastic Container (10 Ltr.)		4 Nos
55.	Plastic Hammer	Eastman	2 Nos
56.	Pneumatic Gun	SPAC	1 Nos
57.	Propeller shaft	Four Wheeler	Ea-5
58.	Props		6 Nos
59.	Punch	Jet	2 Nos
60.	Radiator	Four Wheeler	Ea-5
61.	Ring Spanner Set 6*7 to 30*32	Eastman	2 Sets
62.	Screw Drivers (Range)	Eastman	2 Sets
63.	Seat Cover		2 Nos
64.	Spark Plug Cleaner Machine		1 Nos
65.	Starter Motor	Four Wheeler	Ea-5
66.	Steel Rule	Jet	2 Nos
67.	Steering System	Four Wheeler	Ea-5
68.	Stock Net (Consumable)		20 Mtrs.
69.	Tool Board		
70.	Torque Wrench		
71.	Tray Cleaning	Size 45*30 cm	Ea-5
72.	Tubular Spanner (Range)	Jet	1 Nos
73.	Tyre Pressure Guage	Jet	1 Nos
74.	Universal Puller	Jet	1 Nos
75.	Vehicle (2 nd Hand Preferably Latest Version)		1
76.	Vernier Caliper	Jet	1 Nos
77.	Wall charts on lubricant grade, engine, gearbox, McPherson struts		1 Each
78.	Wall charts on various engine systems, like		1 Set

S.No.	Name of the Item	Specification	Qty.
	lubrication, Cooling, Fuel, Air intake,etc.		
79.	Water Pump	Four Wheeler	Ea-5
80.	Work Bench	Four Wheeler	Ea-5
81.	Working Tablets		2 Nos
82.	Wrench Pipe	Eastman	1 Nos

List of Equipment and Materials for Retail Laboratory/Workshop

S.No.	Name of Item	Qty.
1.	Calculator	01
2.	Card Swiping Machine	02
3.	Carry Bags	05
4.	Carry Bags of different dimensions	05
5.	Chair (POS)	05
6.	Computer	02
7.	Coupons and Vouchers	10
8.	Credit Notes	05
9.	Currency Notes of different Denominations	05
10.	Danglers	10
11.	Display Photographs	05
12.	Display photographs of different types of product categories	05
13.	Display Racks - Different Types	05
14.	Display/Boards- Different Types	05
15.	Electronics gadgets- DVD Player	01
16.	End Cap	01
17.	Flip Chart Holder	04
18.	Gondolas	03
19.	Goods moving equipments	As per requirement
20.	Housekeeping equipments	As per requirement
21.	LCD Projector	01
22.	Mannequins	02
23.	Neck Logs for carry bags	05
24.	Neck-Locks for Carry Bags	05
25.	Offer Signages	02
26.	Photographs of Stacked Notes	05
27.	Physical Bill Copy	04
28.	Poster (POS)	02
29.	Posters	05
30.	Products	03
31.	Projection Screen	01



S.No.	Name of Item	Qty.
32.	Public Address System - Microphones	01
33.	Red Floor Mat	01
34.	Shelves for Stacking Products	02
35.	Shopping Cart	03
36.	Signage Board	05
37.	Stock Almirah Godrej	01
38.	Table (POS)	02
39.	White/Black Boards	02



List of Equipment and Materials for IT-ITes Laboratory/Workshop



S.No.	Hardware	Qty.
1.	Intel Core i-5 processor, 500 GB SATA Hard Disk , 4GB DDR3 RAM, 18.5 " LCD Monitor, Multimedia Keyboard, DVD Writer, Optical Mouse, UPS 600 VA (minimum 30 mins backup)	13
2.	Notebooks (laptop) Intel Core I-5 3rd generation processor, 500 GB Sata Hard Disk , 4GB DDR3 RAM, DVD Writer, Wi-Fi Facility, bluetooth facility, Web Cam with minimum (2 mega pixel) and USB 2-3 Support, HDMI port.	1
3.	Inkjet printer Max Print resolution(Mono) 4800X1200 dpi, Print Speed Color-IPM44, Duplex Automatic, Input Tray Capacity minimum-100 pages, Scanning Speed -12 Sec	2
4.	Laser printer (Multi function) Max Print resolution(Mono) 600X600 dpi ,Print Speed mono-18 ppm, Duplex Manual, Input Tray Capacity minimum-100 pages, Scanning Speed -10 Sec, Copy resize-30%-400%, Copy Resolution 600X400 dpi, Copy Speed Mono-18 cpm	2
5.	Spare memory, Processor, cables, connectors, power pack, battery.	As per requirement
6.	NIC cards.	As per requirement
7.	WEB Camera (minimum 2-3 megapixel)	12
8.	One Dot Matrix printer for dismantling, demonstration and reassembly	2
9.	Inkjet/Desk jet for dismantling, demonstration and reassembly	2
10.	LaserJet for dismantling, demonstration and reassembly	2
11.	Line printer	2
12.	External Hard disk drives. USB 2 & 3 Support and 1TB Capacity	1
13.	Thumb/Pen drives (Capacity of minimum 8 GB)	2
14.	Different types, makes and sizes of monitors for dismantling, demonstration and reassembly	As per requirement


S.No.	Hardware	Qty.
15.	Different types of Keyboards including wireless keyboards.	As per requirement
16.	Different types of Mice including wireless mouse.	As per requirement
	Software	
17.	Operating systems- full and legal versions. Windows -8 professional + one Windows Server -2008	As per requirement
18.	Windows MS Office / Open Office Package	As per requirement
19.	Linux OS. (Ubuntu or Fedora)	2 disk each
20.	Antivirus total security	As per requirement
	Tools Kit & Other Materials	
21.	Tool kit	2 box
22.	Cable connectors	As per requirement
23.	Crimping tools	1
24.	RJ45 connectors	As per requirement
25.	Vacuum cleaner	1
26.	Air blower	As per requirement
	Other Devices	
27.	Online UPS 5 KVA, Input 230V /Output 230V, Interface Port DB-9 RS-232, Smart Slot, minimum one hour backup.	1
28.	Multimedia Projector -- 4000 ANSI Lumens, Resolution: XGA (1024 x 768), Contrast Ratio: 3000:1, xtended Hybrid Filter life with up to 6000 hour filter, ong lamp life - up to 6000 hours (Eco Mode), Advanced Features: Wireless & Network RJ45, USB-2-3 Support	1
29.	DVD writer (External)/ CD R Max Read Write Speed - 24X CD RW Max Read Write Speed-24 X, Cd Rom Max Read Write Speed-24X	1
30.	UTP 5/5e/6 cable	As per requirement
	Furniture	
31.	Computer maintenance table	2
32.	Revolving Lab Chairs for computer usage and training	30
33.	Computer tables	18
	Consumable	
34.	Printer Cartridges	As per requirement
35.	Paper	As per requirement

List of Equipment required for Patient Care Assistant


Sl. No	Equipment Name	Specifications	Qty		Priority
	Patient Room				
1	ICU Bed	<p>Length: at least 2000 mm , Breadth at least 900 mm & Height at least 500 mm Frame work made of rectangular MS tubes Not more than 18G Perforated CRC/MS sheet top in four sections Backrest, knee rest, trendlenburg /reverse trendlenburg& hi-low positions obtained by separate screw from foot end Detachable/Collapsible/swing away ABS/SS safety side railings ABS/SS moulded head & foot bows, detachable IV rod with four locations Bed mounted on at-least 120 mm dia., nonrusting, swiveling castors, two with brakes Pre treated and powder coated Height adjustable ICU bed Manually operated Buffed corners Mattress suitable for the bed made of at least 25mm thick soft density top layer and at least 75mm thick high density bottom layer for patient comfort and better pressure care</p>	1		Must
2	Bedside Locker	<ul style="list-style-type: none"> • 760mm L X 360mm W X 750 mm H • Square & rectangular tube frame • SS top • Trolley mounted on 50 mm-dia wheels • pretreated& powder coated <p>Made of square / rectangular tube frame as well as stainless steel top and trolley mounted famish on 50 mm-dia wheels ISI / CE certification</p>	1		Must

Sl. No	Equipment Name	Specifications	Qty		Priority
3	Back Rest	<ul style="list-style-type: none"> • Angle adjustable • Foldable for easy storage 	1		Must
4	Foot Steps	<ul style="list-style-type: none"> • Overall approx step size: 505L x 305W x 230H mm. • Frame made of 1" x 18G CRC tubes fitted with PVC stumps. • Pre-treated & Epoxy powder coated. 	1		Desirable
6	Cardiac Table	Over bed Table (Cardiac Table) Table Top Height Adjustable <ul style="list-style-type: none"> • Frame: Tubular mild steel. • Finishing: Epoxy powder coated, chrome-plated adjustable arm. • Table top: Manual height adjustable from 700mm to 1100mm. • Table top constructed laminated fibre board • Size: 830mm(L) x 360mm(W). • Castors: 4 x 50mm swivelling type. 	1		Must
7	Bed Sheet	Cotton - of atleast 42" x 82" light blue in color			Must
8	Pillow with Pillow cover	Made of good quality fibre fill, ISI mark	1		Must
9	Blanket	Made of wool 42" x 82" or larger	1		Must

Sl. No	Equipment Name	Specifications	Qty		Priority
10	I V Stand	<ul style="list-style-type: none"> • 22" diameter chrome-plated heavy bar steel base • Lock to ensure secured height positioning • Two-hook ram's horn with secure-grip tips • Based on a four leg stand • Height adjustment from 51 1/2" to 93" • Bottom pole diameter is 1", Upper pole diameter is 0.75" 	1		Must
11	Oxygen Cylinder with Trolley and two additional keys	Standard B Type with Connector, pressure guage, trolley , humidified and two additional keys	1		Must

Sl. No	Equipment Name	Specifications	Qty		Priority
12	Crash Cart	<ul style="list-style-type: none"> Overall approx size 910mm L x 540mm D x 1650mm H Six removable bins Two modular storage units with lock, three draw each Oxygen cylinder holder IV rod & lamp arrangement & cardiac massage board Trolley mounted on 125mm-dia heavy duty castors, two with brakes 	1		Must

OUT PATIENT UNIT SIMULATION

Sl. No	Equipment Name	Specifications	Qty.		Priority
1	Doctors Table	Wooden table with decolam / laminate finish Size 4 x 6' or bigger, with draws	1		Desirable
2	Examination table	<ul style="list-style-type: none"> Overall approx. size 1840mm L X 575mm W X 860 mm H Rectangular tube frame with sheet cabinets 100 mm foam mattress, Reversible rexine cover Three cabinets, one with lock. 1 drawer with lock Examination trolley with 3 trays Retractable step stool & writing pad Pretreated& powder coated 			Must
3	Cupboard	Wooden cupboard with laminate finish, to store material, equipment, Size 60' x 30' x 24'			Desirable

INSTRUMENTS AND EQUIPMENT

Sl. No	Equipment Name	Specifications	Qty.	Priority
1	Suction Apparatus	A/c power, with collection capacity of 200 ml with 20 liters per minute flow rate. Backup for 20 min, provision with manual operation in case of any power failure.	1	Must

Sl. No	Equipment Name	Specifications	Qty.	Priority
	Syringe destroyer	Standard OEM with ISI / CE certification	1	Must
	Syringe Sterilizer	Standard OEM with ISI / CE certification	1	Must
	Needle burner	Standard OEM with ISI / CE certification	1	Must
	Thermometer	Standard OEM with ISI / CE certification	1	Must
	Electronic B.P. Monitoring Machine	Standard OEM with ISI / CE certification	1	Must
	Stethoscope	Standard OEM with ISI / CE certification	1	Must
	Call bell	Standard OEM with ISI / CE certification	1	Must
	Enamel basin	Standard product	1	Must
	Rubber sheet	Standard OEM product 2 x 2 mts	2	Must
	Draw Sheet	Standard OEM product	2	Must
	Air Cushion	Standard OEM product	2	Must
	Sand Bag	Standard OEM product	1	Must
2	Fire Extinguisher	5 Kgs, ABC Type, ISI certification Standard OEM Product	1	Must
3	Weighing Machine	Standard OEM product with ISI / CE certification	1	Must
	Oral Care Set	Standard product	1	Must
	Urinal	Standard product		Must
	a. Male		1	Must
	b. Female		1	Must
	Bed Pan	Standard product	1	Must
	Steel Tray	Standard product		Must
	a. Large		2	Must
	b. Medium		2	Must
	c. Small		3	Must
	Steel Basin	Standard product		Must
	a. Large		3	Must
	b. Medium		3	Must
	c. Small 3		3	Must
	Artery Forcep	Standard product	3	Must
	Dissecting Forcep	Standard product	3	Must
	Scissor	Standard product	3	Must
	Nail Cutter	Standard product	5	Must
	Nail Filer	Standard product	5	Must
	Steel Plate	Standard product	2	Must




Sl. No	Equipment Name	Specifications	Qty.	Priority
	Steel Glass	Standard product	5	Must
	Steel Bowl	Standard product	5	Must
	Spoon	Standard product	10	Must
	Steel Jug	Standard product	5	Must
	Bath Tub	Standard product	1	Must
	Kidney Tray	Standard product	3	Must
	Measuring Glass	Standard product	1	Must
	Measuring Tape	Standard product	5	Must
	Goggles	Standard product	5	Must
	Towel	Standard product	5	Must
	Gown	Standard product	5	Must
	Pocket Mask	Standard product	5	Must
	Stop Watch	Standard product	3	Must
	Call bell	Standard product	3	Must




IT INFRASTRUCTURE




Sl. No	Equipment Name	Specifications	Qty.	Priority
1	Desktop	OEM, Windows Intel Core i 3, 2nd Gen 2GB RAM, 500 GB HDD Intel® Core™ i 3 2nd Gen 3.30 GHz, 2 GB DDR3 RAM, 500 GB HDD, 22X SUPER MULTI DRIVE DVD-R/W MM Keyboard, Optical Mouse 18.5" LED MULTIMEDIA, EC2 TECHNOLOGY, 16" LED monitor with UPS	1	Must
2	LCD Projector	<ul style="list-style-type: none"> • 3000 ANSI Lumens • 1024 x 768 Native Resolution • 4:3 Native Aspect Ratio • 3000:1 Contrast Ratio • 5.1 lbs • 2 Year Warranty With additional lamp	1	Must
3	White Board	Standard product, 6' x 4', with aluminum frame with titanium finish for easy erase.	1	Desirable Assumed black board to be present
4	Extension	Standard electrical extension cord for 5 mts.	1	Must

	cord			
5	Speakers	40 watts 2 speaker set	1 set	Must
6	Print, Scan and Copy	OEM product. Print, Scan copy, wifi facility. The printing cost shouldn't exceed Rs 1 per page for the compatible cartridge.	1	Desirable


MANEQUINS




Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
1	Full body mannequin - Basic Optional	Designed to deliver comprehensive BLS training for professional rescuers. Performance Indicator providing immediate and objective feedback on key CPR elements. To be delivered with Carrying Case, Track Suit, Directions for Use, and 50 Manikin Wipes.	1		Desirable
2	CPR Manequinn Pack of 4	OEM product, Little anne, CPR Training mannequin convenient to practice CPR for students Type: Torso Airway: Non-breathing, disposable Ribs, Xiphoid: Yes Navel: Yes Adam's Apple: Yes	1		Must
3	Airway Mannequin	Standard OEM product, should be suitable for - <ul style="list-style-type: none"> • Practicing of oral and nasal intubation • Practicing use of LMA (Laryngeal Mask Airway) • Correct tube placement can be checked by practical inflation test • Realistic anatomical features allow demonstration of Sellick Maneuver and laryngospasm • Bag-Valve-Mask ventilation can be practiced • Stomach inflation and vomiting situation can be simulated • Provides visual inspection of lung expansion • Provides auscultation of breath sounds 	3		Must

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
4	Ambu Mask (Adult)	<p>Standard product</p> <ul style="list-style-type: none"> • Silicone Adult 1600ml Resuscitator (W/ pop-off 60cmH2O). • Silicone mask 5. • 2500ml Oxygen reservoir bag. • Disposable Oxygen Tubing 2 meter. • 100 percent medical grade silicone material. • Latex free components • Available in polysulfone type. • Autoclavable • The set to include PVC reservoir bag, silicon mask 5 and disposable oxygen tubing. • 40cm H2O pressure relief valve • All in one intake valve. 	1		Must
5	AED Trainer with adult pad	<p>OEM product, to safely simulate shock delivered by AED, to be pre-configured with 10 realistic scenarios Training scenarios with audible messages With Batteries</p>	1		Must
6	MALE MULTIVENO US I.V. ARM WITH	<p>Standard OEM product, With adult arm reproductions with replaceable skin and veins designed for peripheral intravenous therapy with -</p> <ul style="list-style-type: none"> • Venipuncture possible in the antecubital fossa or dorsum of the hand • Peripheral IV line insertion and removal • Palpable veins enable site selection and preparation • Infusible veins allow peripheral therapy with IV bolus or push injection method • Peripheral IV line maintenance including assessment and rotation of site an dressing, solution and tubing change • Replaceable skin and veins ensure longevity of model 	1		Must

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
		<ul style="list-style-type: none"> Articulates to many adult manikins 			
	ADVANCED MALE & FEMALE CATHETERISATION KIT	Standard OEM product With to train urethral and supra-pubic catheterisation, as well as self-catheterisation with interchangeable accurate male and female anatomy, and both sets of genitalia, soft and compliant. The feel of the catheter passing along the urethra into the bladder corresponds closely to real life.	1		Desirable
	WOUND CARE MODEL ANATOMICAL	To train students in wound cleansing, classification, staging, and assessment.	1		Desirable
	Birthing simulator	To demonstrate complexities associated with birthing, while allowing learners to practice the skills required for successful deliveries. <ul style="list-style-type: none"> Training in normal, difficult, instrument, and placenta deliveries Training in the relief of shoulder dystocia Measurement of the traction forces applied by the obstetrician to the baby during delivery (Force Monitoring version) 	1		Desirable

MOBILIZATION DEVICES

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
1	Auto loading Stretcher	Automatic Loading, Collapsible, Provision for head end elevation, Sitting posture for breathless patients, trouble free, rails to prevent fall on both sides, Wheeled castor sizes 4", Height Min 90 cm, should be light, safe and reliable, made of aluminum alloy and 50 mm thick high density cushion(mm-foam / u-foam) up holstered with non-absorbent rexin. Through the controlling			Must

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
		handle on both sides, one single person can raise and lower it into an ambulance easily not exceeding the below dimensions. Belts to Strap the patient made of thick nylon, width 2.5" min, adjustable length			
2	Wheel Chair	Nylon upholstery <ul style="list-style-type: none"> • Full-length arms padded • Carry straps on seat allow for ease of folding and lifting • Footrest • Fold-down back • Light weight 			Must
3	Scoop Stretcher	Should be light, safe and reliable, made of aluminum alloy and hold for the same, easy to lock and unlock Features Safety belts for patient, length adjustable, Should open into two halves, not exceeding the below dimension Product dimensions: 192 x 43 x 8cm Net weight: 9kg Stretcher bearing: 120kg			Desirable
4	Spine Board	Standard product, <ul style="list-style-type: none"> • Tapering from approx 18" to 14" from head end to foot end. 74.2" long x 3.2" high at height of concave patient surface. • Internal padding - nonabsorbent, contoured, beveled edges, adhesive backed, easy for sanitizing and re-applying. 65" x 11.375" x 6 mm. • Comfort and support to patient, minimizing lateral movement • X Ray and CT Scan ready, radiolucent • Wider in torso region (crucial for torso X-rays) • Compatible with virtually all Head Immobilizers and patient restraints • CT scan compatible, X-ray translucent between runners - no slots, bends, rods in X-ray field. • Should float in water - to be Ideal for water rescue 			Must
5	Walker	Standard OEM product	1		Must

Sl. No	Equipment Name	Specifications	Qty.	Image	Priority
6	Crutch	Standard OEM product	1		Must
7	Splint	Maleable splints, made of alluminium alloy, can be strapped, X Ray compatible, Easy to fix			Must
	a. Large		3		Must
	b. Medium		3		Must
	c. Small		3		Must
	Cervical Collar	Standard products			Must
	a. Large		3		Must
	b. Medium		3		Must
	c. Small		3		Must

CONSUMABLES

Sl. No	Equipment Name	Specifications	Qty.	Priority
1	Gloves (disposable) - packet	Standard Product ISI / CE certificate	5	Must
2	Gloves (surgical) - packet	Standard Product ISI / CE certificate	5	Must
3	Liquid Soap Bottle	With dispenser	4	Must
4	Mask - packet	Standard Product ISI / CE certificate	2	Must
5	Shoe Cover - packet	Standard Product	2	Must
6	Hair Cap - packet	Standard Product	2	Must
7	Mackintosh	Standard Product	4	Must
8	Sponge Cloth	Standard Product	4	Must
9	Wet Wipes - packet	Standard Product	4	Must
10	Comb	Standard Product	4	Must
11	Tooth Brush	Standard Product	4	Must
12	Toothpaste	Standard Product	2	Must
13	Hair Oil	Standard Product	2	Must
14	Shampoo Bottle	Standard Product	2	Must
15	Bath Soap	Standard Product	4	Must
16	Talcum powder	Standard Product	2	Must
17	Different Colour Plastic Bags with Dustbins	Standard Product		Must
18	a. Red		10	Must
19	b. Blue		10	Must
20	c. Black		10	Must
21	d. Yellow		10	Must
22	Uro bag	Standard Product	4	Must
23	Sample Collection Bottle	Standard Product	10	Must
24	Gauze Piece (4X4)	Standard Product	10	Must
25	Betadine Solution Bottle	Standard Product	2	Must
26	Cotton Rolls	Standard Product	2	Must
27	Normal Saline Bottle	Standard Product	2	Must
28	Micropore	Standard Product	5	Must
29	Spatula	Standard Product	10	Must
30	Registers	Standard Product		Must
31	a. Attendance	Standard Product	2	Must
32	b. Records	Standard Product	2	Must
33	Pen	Standard Product	10	Must

Sl. No	Equipment Name	Specifications	Qty.	Priority
34	Pencil	Standard Product	10	Must
35	Eraser	Standard Product	10	Must
36	Sharpner	Standard Product	10	Must
37	Marker	Standard Product	10	Must
38	Duster	Standard Product	2	Must
39	Paper (Ream of 500)	Standard Product	1	Must
40	Blood Concentrate	Standard Product	2	Must
41	Hydrogen Peroxide Bottle	Standard Product	2	Must
42	Cleaning Solution (Colin)	Standard Product	2	Must
43	Siringe 50 cc/ml	Standard Product ISI / CE certified	5	Must
44	Hot Water Bottle	Standard Product	5	Must
45	Ice caps	Standard Product	5	Must
46	Transfer forceps	Standard Product	5	Must
47	Drum	Standard Product	2	Must
48	Folley catheter	Standard Product	2	Must
49	Euro bags	Standard Product	2	Must
50	Suction Catheter	Standard Product	2	Must
51	Ryle's tube	Standard Product	5	Must
52	Vaccutanour(red/black/voilet)	Standard Product ISI / CE certified	5	Must
53	Tourniquet	Standard Product	2	Must

1. Implementation Time Schedule

Service Implementation	Service Parameter	Service level Measurement Metrics	Penalty
Procurement of tools, lab equipment and establishment of labs	Should be procure and established 30 days from signing of the agreement	Total No. of Days taken for procurement and establishment Certificate of completion from third party expert/agency to be submitted	For every week of delay in submission, a Rs. 10000/- would be imposed as penalty. Maximum Allowed delay would be for 3 weeks after which Department may terminate the contract. The Service Provider will not be accountable for any delays on part of department.
Manpower Deployment	Should be completed within 30 days from signing of the agreement	Total No. of Days taken for Deployment (Issue of appointment letters to recruited staff and their acceptance)	For every week of delay in submission, a Rs. 1000/- per employee per week, would be imposed as penalty. Maximum Allowed delay would be for 3 weeks after which Department may terminate the contract. The Service Provider will not be accountable for any delays on part of department.
Project Roll-out	Project Roll out Certificate of minimum 90% schools should be submitted within 60 days from signing of the agreement	Deployment of Teachers and Functional Vocational Education lab	For every week of delay in project roll out, a Rs. 5000/- per school per week would be imposed as penalty. Maximum Allowed delay would be for 3 weeks after which Department may terminate the contract. The Service Provider will not be accountable for any

			delays on part of department.
Placement of students	Placement letter of eligible/willing students should be issued within 60 days from passing out of level IV.	Total no. of eligible students which are willing for job.	For every month of delay in placement of students a Rs. 1000/- per student per month would be imposed as penalty. Maximum Allowed delay would be for 6 month after which Department may terminate the contract. The Service Provider will not be accountable for any delays on part of department.

2. Quality of Service

Sl.	Service Parameter	Service level	Measurement Metrics	Penalty
1	Defficiency/Mistakes/Defects in tools and equipments	99% uptime for all the equipments	Daily log of activities indicating equipment uptime. Feedback of students and school authority	Penalty (shall be deducted from the payment due to operator) : Faulty component should be replaced with correct tools and equipments within 2 weeks of the complaints received at the Service Provider's cost. If there is a delay beyond 2 weeks, per week 5% of monthly recurring payment shall be deducted. The Service Provider not be held liable for the defects due to wear and tear of the material as per the reasonable use by the students.
2	Availabiity of the Teachers	95% Monthly attendance.	Attendance records (approved by the school authority)	Penalty (shall be deducted from the payment due to operator) : Pro rata deduction from salary due to Teacher plus 20% of the total deductible amount.

				The Service Provider will be allowed to provide equally competent substitute teacher for the shortfall period to avoid penalties.
3	Total No. of Classes Conducted	95% of the classes prescribed in the month.	Record of classes conducted. (approved by the school authority)	Penalty (shall be deducted from the payment due to operator) :Rs. 500 per class shall be deducted. The Service Provider will be allowed the relaxation if the school was closed on some unscheduled holidays and emergencies approved by the school authority.
4	Guest Faculty Lecture	Minimum 20 guest lectures per level	Monthly report on guest lecture	Penalty (shall be deducted from the payment due to operator in the last quarter of academic year) :Rs. 5000/- per guest lecture shall be deducted if the total lectures fall below 20 in academic year. The Service Provider will be allowed attendance shortfalls if the students are engaged in other activities approved by the school authority.
5	Industry visit & hands on training in related industry	Minimum 1 industry visit Minimum 1 hands on training session per quarter	Reports from the school	Penalty (shall be deducted from the payment due to operator) :Rs. 25000 should be deducted from the last quarter payment if industry visit is not conducted. Penalty (shall be deducted from the payment due to operator) :Rs. 5000 should be deducted from the payment of the quarter if the hands on training session is missed.

				The Service Provider will be allowed attendance shortfalls if the students are engaged in other activities approved by the school authority.
6	Outcome of the Program	75% students of the class should achieve the satisfactory level as desired in the outcome of the course	Year End assessment done by Uttarakhand board	Penalty (shall be deducted from the payment due to operator) :Rs. 1000/- per Student shall be deducted where outcome falls below 75%. The Service Provider will be allowed attendance shortfalls if the students are engaged in other activities approved by the school authority.