



# राजस्थान माध्यमिक शिक्षा परिषद्

डॉ० राधाकृष्णन् शिक्षा संकुल, एकलव्य भवन, जवाहर लाल नेहरू मार्ग, जयपुर-302017  
दूरभाष: 0141-2715523, E-mail: trainings.rmsaraj@gmail.com



क्रमांक: रा.मा.शि.प/जय/EC-24/2017-18/ 9/7/

दिनांक: 20-12-17

शासन सचिव,  
स्कूल शिक्षा एवं भाषा विभाग  
शासन सचिवालय, राजस्थान सरकार, जयपुर ।

**विषय:- राजस्थान माध्यमिक शिक्षा परिषद् की निष्पादक समिति की 25 वीं बैठक  
दिनांक 18.12.2017 का कार्यवाही विवरण।**

महोदय,

उपर्युक्त विषयान्तर्गत निवेदन है कि दिनांक 18.12.2017 को आयोजित की गई राजस्थान माध्यमिक शिक्षा परिषद् की निष्पादक समिति की 25 वीं बैठक का कार्यवाही विवरण संलग्न कर अवलोकनार्थ/आवश्यक कार्यवाही हेतु प्रेषित हैं।

संलग्न:- उपरोक्तानुसार

(आनन्दी)

राज्य परियोजना निदेशक

**प्रतिलिपि:-**

1. निजी सचिव, संयुक्त सचिव, मानव संसाधन विकास मंत्रालय, स्कूल शिक्षा एवं साक्षरता विभाग, शास्त्री भवन, नई दिल्ली।
2. निजी सचिव, प्रमुख शासन सचिव, वित्त विभाग शासन सचिवालय, जयपुर।
3. निजी सचिव, शासन सचिव, स्कूल शिक्षा एवं भाषा विभाग, शासन सचिवालय, जयपुर।
4. निजी सचिव, शासन सचिव, पंचायती राज (राजस्थान), शासन सचिवालय, जयपुर।
5. निजी सचिव, शासन सचिव, सूचना प्रौद्योगिकी विभाग, राजस्थान शासन सचिवालय, जयपुर।
6. निजी सचिव, आयुक्त एवं शासन सचिव, सामाजिक न्याय एवं अधिकारिता विभाग, 22 गोदाम पुलिया, जयपुर।
7. निजी सचिव, आयुक्त, राजस्थान प्रारम्भिक शिक्षा परिषद्, ब्लॉक-5, शिक्षा संकुल, जयपुर।
8. निजी सचिव, आयुक्त/निदेशक, महिला सशक्तिकरण, झालाना डूंगरी, जयपुर।
9. निजी सहायक, राज्य परियोजना निदेशक, राजस्थान माध्यमिक शिक्षा परिषद्, जयपुर।
10. निजी सहायक, निदेशक (आई.ई.सी.), चिकित्सा एवं स्वास्थ्य विभाग, स्वास्थ्य भवन, जयपुर।
11. निजी सहायक, निदेशक, माध्यमिक शिक्षा, बीकानेर।
12. निजी सहायक, निदेशक, प्रारम्भिक शिक्षा, बीकानेर।
13. निजी सहायक, निदेशक, संस्कृत शिक्षा, डॉ. राधाकृष्णन् शिक्षा संकुल, जयपुर।
14. निजी सहायक, निदेशक, साक्षरता एवं सतत् शिक्षा, शिक्षा संकुल, जयपुर।

15. निजी सहायक, निदेशक, एस.आई.ई.आर.टी., उदयपुर।
16. निजी सहायक, अध्यक्ष, माध्यमिक शिक्षा बोर्ड, राजस्थान, अजमेर।
17. निजी सहायक, सचिव, राजस्थान राज्य पाठ्यपुस्तक मण्डल, जयपुर।
18. निजी सहायक, शासन उप सचिव, शिक्षा (ग्रुप-1) विभाग, शासन सचिवालय, जयपुर।
19. निजी सहायक, सचिव, राजस्थान स्टेट ओपन स्कूल, जयपुर।
20. श्रीमती शकुन्तला गट्टानी, प्रान्तीय सह मंत्री, जनजाति शिक्षा, राजस्थान वनवासी कल्याण परिषद, उदयपुर।
21. श्री जगदीश कुलमी, प्रान्तीय प्रकल्प प्रमुख, जनजाति शिक्षा, राजस्थान वनवासी कल्याण परिषद, उदयपुर।
22. श्री चतुर्भुज महावर, से.नि. उपनिदेशक (शिक्षा), बून्दी।
23. श्रीमती रचना आसोपा, जी.डी. कॉलेज, अलवर।
24. श्री रामअवतार, राजस्थान शिक्षक संघ, राष्ट्रीय, बून्दी।
25. श्रीमती इन्दिरा शर्मा, राजस्थान शिक्षक संघ, राष्ट्रीय, बून्दी।
26. श्री रामलाल जाट, प्रधान, अरांई, जिला अजमेर।
27. रेखा मीणा, प्रधान, पावटा जिला जयपुर।
28. विशेषाधिकारी, शिक्षा (ग्रुप-1) विभाग, शासन सचिवालय, जयपुर।
29. नियंत्रक वित्त, रामाशिप, जयपुर।
30. उपायुक्त-प्रथम/द्वितीय/तृतीय, रामाशिप, जयपुर।
31. अधिक्षण अभियन्ता, रामाशिप, जयपुर।
32. उपनिदेशक/सहायक निदेशक, समस्त रामाशिप, जयपुर को देकर लेख है कि अपनी शाखा से संबंधित अनुपालना सुनिश्चित करें।
33. उपनिदेशक/शाला दर्पण/सी.एस.आर. प्रभारी कार्यालय उपनिदेशक मा.शि. शिक्षा संकुल जयपुर।
34. एम.आई.एस. प्रभारी को देकर लेख है कि परिषद् की वैब पोर्टल पर अपलोड करावें।
35. कार्यालय प्रति।

  
 राज्य परियोजना निदेशक

**राजस्थान माध्यमिक शिक्षा परिषद की निष्पादक समिति की 25वीं बैठक**  
**दिनांक 18.12.2017 का कार्यवाही विवरण**

क्रम संख्या	विवरण	निर्णय																																																																								
1	<p><b>प्रस्ताव संख्या- 01</b></p> <p>निष्पादक समिति की दिनांक 31.10.2017 को आयोजित 24वीं बैठक में लिए गए निर्णय एवं अनुमोदित प्रस्तावों की क्रियान्विति अनुमोदनार्थ प्रस्तुत हैं।</p>	अनुमोदन किया गया।																																																																								
2	<p><b>प्रस्ताव संख्या- 02</b></p> <p>Policy for Pubilc Private Partnership in School Education, 2017 के क्रियान्वयन के क्रम में :-</p> <p>1- RCSE की Executive Committee of जो कि पीपीपी हेतु State Level Empowered Committee (SLEC) है, की बैठक दिनांक 30.10.2017 के निर्णय अनुसार:- (i) PPP in School Education के क्रियान्वयन में SLAC बैठक दिनांक 24.10.2017 द्वारा अनुमोदित बिड डॉक्यूमेंट एवं एग्रीमेंट के प्रारूप में यह निर्देश दिया गया कि BoQ में प्रीमियम चयन करने का प्रावधान नहीं होना चाहिए। अतः बिड डॉक्यूमेंट के एनेक्चर-8 के BoQ में उपरोक्तानुसार परिवर्तन किया गया। (ii) ई.सी. के निर्णय की पालना में बिड डॉक्यूमेंट व एग्रीमेंट के प्रारूप को विभागीय वेबसाईट्स पर 15 दिवस के लिए कमेन्ट्स/सुझाव/टिप्पणी प्राप्त करने हेतु अपलोड किया गया। (iii) इस हेतु एक-एक राष्ट्रीय एवं राज्य स्तरीय हिन्दी व अंग्रेजी अखबारों में विज्ञापित प्रकाशित की गई।</p> <p>2- ड्राफ्ट बिड डॉक्यूमेंट पर निम्न एजेन्सी/संस्था/व्यक्तियों से सुझावों/टिप्पणियों/फीडबैक प्राप्त हुये हैं :-</p> <table border="1"> <thead> <tr> <th>क्र.सं.</th><th>व्यक्ति</th><th>संस्था</th></tr> </thead> <tbody> <tr><td>1.</td><td>श्री कंचन लॉल</td><td>The Education Alliance</td></tr> <tr><td>2.</td><td>श्री राहिल शेख</td><td>Gyan Saarthi</td></tr> <tr><td>3.</td><td>श्री प्रियदर्शी कलसुआ</td><td>-</td></tr> <tr><td>4.</td><td>श्री खीयाराम</td><td>-</td></tr> <tr><td>5.</td><td>श्रीमती सुजाता मुथैया</td><td>Bridge International Academies</td></tr> <tr><td>6.</td><td>श्री देवेन्द्र सिंह</td><td>-</td></tr> <tr><td>7.</td><td>श्री बाबूलाल गुप्ता</td><td>-</td></tr> <tr><td>8.</td><td>मदीरा केस्ट्रो</td><td>-</td></tr> <tr><td>9.</td><td>श्री सत्यनारायण जाट</td><td>-</td></tr> <tr><td>10.</td><td>श्री एम.आर. फारुकी</td><td>Compucom Foundation</td></tr> <tr><td>11.</td><td>श्री पंकज खण्डेलवाल</td><td>Dreem India Foundation Society (GEMS Education)</td></tr> <tr><td>12.</td><td>श्री कार्तिक मुरलीधरन</td><td>CMAC Education Sub Group Member, Rajasthan</td></tr> <tr><td>13.</td><td>श्री केशव शर्मा</td><td>-</td></tr> <tr><td>14.</td><td>श्री सत्तार मोहम्मद</td><td>-</td></tr> <tr><td>15.</td><td>श्री जितेन्द्र शर्मा</td><td>Jitendra Computers</td></tr> <tr><td>16.</td><td>किरण शर्मा</td><td>-</td></tr> <tr><td>17.</td><td>रेशमा होल्टा</td><td>-</td></tr> <tr><td>18.</td><td>खींची शर्मा</td><td>-</td></tr> <tr><td>19.</td><td>श्री हमीर बैसला</td><td>-</td></tr> <tr><td>20.</td><td>अक्षय खण्डेलवाल</td><td>-</td></tr> <tr><td>21.</td><td>विजेन्द्र शर्मा</td><td>-</td></tr> <tr><td>22.</td><td>ओमप्रकाश सैनी</td><td>-</td></tr> <tr><td>23.</td><td>अक्षय कुमार बिन्दा</td><td>-</td></tr> </tbody> </table>	क्र.सं.	व्यक्ति	संस्था	1.	श्री कंचन लॉल	The Education Alliance	2.	श्री राहिल शेख	Gyan Saarthi	3.	श्री प्रियदर्शी कलसुआ	-	4.	श्री खीयाराम	-	5.	श्रीमती सुजाता मुथैया	Bridge International Academies	6.	श्री देवेन्द्र सिंह	-	7.	श्री बाबूलाल गुप्ता	-	8.	मदीरा केस्ट्रो	-	9.	श्री सत्यनारायण जाट	-	10.	श्री एम.आर. फारुकी	Compucom Foundation	11.	श्री पंकज खण्डेलवाल	Dreem India Foundation Society (GEMS Education)	12.	श्री कार्तिक मुरलीधरन	CMAC Education Sub Group Member, Rajasthan	13.	श्री केशव शर्मा	-	14.	श्री सत्तार मोहम्मद	-	15.	श्री जितेन्द्र शर्मा	Jitendra Computers	16.	किरण शर्मा	-	17.	रेशमा होल्टा	-	18.	खींची शर्मा	-	19.	श्री हमीर बैसला	-	20.	अक्षय खण्डेलवाल	-	21.	विजेन्द्र शर्मा	-	22.	ओमप्रकाश सैनी	-	23.	अक्षय कुमार बिन्दा	-	<p>(A)बिन्दु 1 से 6 का अनुमोदन किया गया। बिन्दु संख्या 7 के अनुसार 14.12.17 तक बिड डॉक्यूमेंट पर सुझाव प्राप्त हुए हैं जिनकी सूची परिशिष्ट-1पर संलग्न है। सदन को अवगत कराया गया है कि पीपीपी हेतु SLAC (State Level Appraisal committee) द्वारा सुझावों पर विचार किया जाकर अनुशंषा की गई है (परिशिष्ट-1) एवं बिन्दु संख्या 19 में निम्नानुसार परिवर्तन स्वीकृत किया गया :-</p> <p>1. एग्रीमेंट के बिन्दु संख्या 23.2.1 में कन्सेशनर द्वारा प्रस्तुत किये गये इन्वाईस में विवादित राशि के संबंध में ऑथोरिटी को 30 दिन के स्थान पर पर 15 दिन के अन्दर कन्सेशनर को सूचित करने की अनुशंषा।</p> <p>2. Project Cost = Per Student Annual Expenditure Support amount quoted by the Bidder in BoQ for awarded cluster x total number of schools in the awarded cluster x 200 में 200 के स्थान पर actual number of students in a cluster किया गया।</p> <p>3. Bid Document के Annexure 11 (ConcessionsAgreements) के बिन्दु संख्या 5 में निम्नानुसार Add किया गया :-</p> <p>5. One time Painting and repair of existing infrastructure and repair of Equipments, Found to be</p>
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24.	विनोद जांगिड	-
25.	माधवी माथुर	-
26.	कुसुम शर्मा	-
27.	निर्मय सिंह चौहान	-
28.	अक्षय अग्रवाल	Birla Edutech Andheri (E), Mumbai
29.	राहुल कोचरेकर	Times Centre for Learning Limited, Goregaon, Maharashtra

necessary during Joint site Visit, the same Shall be made a part of the Joint site report and shall be eligible for infrastructure support.

कुछ लिपिकीय त्रुटियों (Typo errors) को दूर करने के सुझाव भी प्राप्त हुए। जो कि Bid Document के ड्राफ्ट में सही कर दिये गये हैं।

(B) उपरोक्त के अतिरिक्त Bid Document से संबंधित शेष टिप्पणियों/सुझावों को SLAC की अनुशंसा (संलग्न परिशिष्ट-1) के अनुसार स्वीकार करने योग्य नहीं माना गया।

(C) SLAC की अनुशंसा के अनुसार Bid Document (परिशिष्ट-1) पर विचार-विमर्श कर अनुमोदन किया गया तथा राज्य सरकार द्वारा जारी Policy for Public Private Partnership in School Education 2017 के प्रावधानों के अनुसार निविदा प्रक्रिया प्रारम्भ करने का निर्णय लिया गया।

(D) वित्त विभाग के प्रतिनिधि श्री दिनेश शर्मा, उप शासन सचिव-वित्त, द्वारा विधिक्षा कराने हेतु सुझाव दिया गया, जिस पर यह निर्णय लिया गया कि Concession Agreement की DSK Legal से विधिक्षा करवाकर विधि विभाग को राज्य सरकार के माध्यम से विधिक्षा हेतु प्रेषित करा जावे। यदि विधि विभाग द्वारा Concession Agreement में संशोधन हेतु सुझाव दिये जाते हैं तो उनको Pre-Bid बैठक के समय समस्त Stakeholders को सूचित कर Concession Agreement में शामिल कर लिया जावेगा।

### 3- अधिकतर सुझाव/टिप्पणी/फीड बैक के मुख्य बिन्दु निम्नानुसार हैं :-

- Net Worth
- Turn Over
- Bid Security
- Eligibility Criteria
- Legal Entity
- Infrastructure
- Bank Loan
- Cluster
- Minimum standards of performance
- Payment process
- Penalty
- Performance security
- Student expenditure support

- 4- प्राप्त सुझाव/टिप्पणी/फीड बैक पर तकनीकी उप समिति द्वारा बैठक की गई, जिसमें राज्य सरकार द्वारा अधिकृत Legal Consultant तथा रामाशिप. द्वारा नामित सी.ए. को भी आमंत्रित किया गया। उक्त बैठक में प्रत्येक बिन्दु पर गहन विचार विमर्श व बिन्दुवार चर्चा की गई तथा पॉलिसी के परिपेक्ष्य में सुझावों को सम्मिलित कर आवश्यकतानुसार संशोधन प्रस्तावित किये गये। उसके उपरान्त दिनांक 07.12.2017 को एस.एल.ए.सी. की बैठक आयोजित की गई, जिसमें संशोधित ड्राफ्ट बिड डॉक्यूमेंट व एग्रीमेंट पर विचार विमर्श किया। उक्त बैठक के कार्यवाही विवरण एनेक्चर-2 पर उपलब्ध है।
- 5- SLAC की बैठक में संशोधित ड्राफ्ट बिड डॉक्यूमेंट व एग्रीमेंट (एनेक्चर-3 व 4) को अनुमोदित करते हुए उसमें कई बिन्दुओं में परिवर्तन होने के कारण उक्त पुनः विभागीय वेबसाइट पर अपलोड कर आम जन से सुझाव/टिप्पणी/फीड बैक प्राप्त करने का प्रस्ताव रखा गया।
- 6- SLAC के निर्णय अनुसार उक्त संशोधित ड्राफ्ट बिड डॉक्यूमेंट व एग्रीमेंट को पुनः विभागीय वेबसाइट पर अपलोड किया व दिनांक 14.12.2017 तक सुझाव माँगे गये हैं।
- 7- संशोधित ड्राफ्ट बिड डॉक्यूमेंट व एग्रीमेंट को Executive Committee of RCSE जो कि पीपीपी हेतु State Level Empowered Committee (SLEC) है में अनुमोदनार्थ प्रस्तुत है। दिनांक 14.12.2017 तक के प्राप्त अतिरिक्त सुझावों को भी ई.सी. के समक्ष विचार हेतु रख दिया जावेगा। उक्त प्रस्ताव ई.सी. में अनुमोदनार्थ प्रस्तुत है।



3

प्रस्ताव संख्या- 03

अनुमोदन किया गया।

परिषद् के अधीनस्थ संचालित योजनाओं का आंतरिक अंकेक्षण कराये जाने के संबंध में :-

Manual on Financial Management and Procurement for RMSA के बिन्दु 6.9 के अनुसार परिषद् के अधीनस्थ संचालित योजनाओं का आंतरिक अंकेक्षण कराया जाना निर्देशित है। वर्ष 2015-16 व 2016-17 की अवधि का आंतरिक अंकेक्षण कार्य एस.सी. बाफना एण्ड एसोसिएट्स, सी.ए फर्म से कराया गया था।

वर्ष 2017-18 का आंतरिक अंकेक्षण कार्य कराये जाने हेतु C&AG/State AG's empaelled list से रेण्डम आधार पर प्राप्त अनुमोदन उपरान्त 06 सी.ए. फर्मों से तकनीकी एवं वित्तीय प्रस्ताव मांगे गये उक्त में से 05 फर्मों से प्रस्ताव प्राप्त हुये। प्राप्त प्रस्तावों में से 03 फर्म तकनीकी बिड में उपयुक्त नहीं पाई गई शेष 02 फर्मों की वित्तीय बिड खोलने का निर्णय समिति द्वारा लिया गया।

तुलनात्मक विवरण पत्र के अनुसार गर्ग नरेन्द्र एण्ड एसोसिएट्स, सी.ए फर्म की न्यूनतम दर 1250000+ जीएसटी प्राप्त हुई (पूर्व में यह दर 1600000+टेक्स थी) अतः दरों को उचित मानते हुए समिति द्वारा किये गये अनुमोदन के अनुसार उक्त फर्म से वर्ष से 2017-18 की अवधि का आंतरिक अंकेक्षण कार्य कराये जाने हेतु अनुबंध किया जाना प्रस्तावित है।

अतः उक्त प्रस्तावों का अनुमोदन निष्पादन समिति की बैठक में कराये जाने हेतु प्रस्तुत है।

4

प्रस्ताव संख्या- 04

अनुमोदन किया गया।

राज्य में निम्नानुसार सत्रवार स्वामी विवेकानन्द राजकीय मॉडल विद्यालय संचालित है। जिनमें निम्नानुसार सत्रवार कक्षाएँ संचालित हो रही है अथवा होंगी:-

संचालन सत्र	मॉडल विद्यालय की संख्या	सत्रवार कक्षा संचालन				
		2014-15	2015-16	2016-17	2017-18	2018-19
2014-15	66	कक्षा 6-8	कक्षा 6-9	कक्षा 6-10	कक्षा 6-11	कक्षा 6-12
2015-16	05	—	कक्षा 6-8	कक्षा 6-9	कक्षा 6-10	कक्षा 6-11
2016-17	61	—	—	कक्षा 6-8	कक्षा 6-9	कक्षा 6-10
2017-18	03	—	—	—	कक्षा 6-8	कक्षा 6-9

66 मॉडल विद्यालयों में सत्र 2016-17 में कक्षा-11 विज्ञान संकाय के साथ प्रारम्भ हो चुकी है। जिनमें कक्षा-6 से 10 व कक्षा-11 व 12 हेतु निम्नानुसार पद स्वीकृत किये गये है :-

प्रत्येक मॉडल स्कूल में कक्षा 6 से 10 के लिए (10 सेक्शन) के लिए निम्नानुसार पद स्वीकृत है। (आदेश की प्रति संलग्न है)

Sr. No.	No. of Existing Post (Sanctioned from State Govt.) in 66 Models schools	Grade Pay	No of post
1	Principal	Grade Pay 6600	1
2	TGT(Hindi, Eng.Science, Maths, Social Science and Sanskrit)	Grade Pay 4200	12
3	Information Assistant	Grade Pay 4200	1
4	UDC	Grade Pay 2800	1
5	LDC	Grade Pay 2400	1
6	Lib.	Grade Pay 4200	1
7	PTI CUM YOGA Instructor-full Time	By Placement Agency	1
8	WET, Drawing, Music Teachers on work basis-Part Time	By Placement Agency	3

इन मॉडल विद्यालयों में प्रति कक्षा दो सेक्शन तथा प्रति सेक्शन 40-45 विद्यार्थियों का प्रावधान है। सीबीएसई के तहत प्रत्येक टीजीटी को सप्ताह में 36 कालांश निर्धारित है। मॉडल स्कूल समय विभाग चक्र अनुसार प्रति दिवस 8 कालांश संचालित होते हैं।

प्रत्येक मॉडल स्कूल में कक्षा 11 से 12 के लिए (4 सेक्शन) के लिए निम्नानुसार पद स्वीकृत है। (आदेश की प्रति संलग्न है)

क्र. सं.	पद	प्रति विद्यालय संख्या	पदों की कुल संख्या	ग्रेड पे
1	अध्यापक ग्रेड-1 (PGT)	—	462 (66X7)	9300-34800 ग्रेड पे 4800
	(i) English	1		
	(i) Chemistry	1		
	(ii) Physics	1		
	(iii) Biology	1		
	(iv) Maths	1		
	(v) Information Practices (vi) Physical Education (vii) Economics में से	2 विषय हेतु		
2	प्रयोगशाला सहायक		198 (66X3)	5200-20200 ग्रेड पे 2800
	(i) Biology Lab	1		
	(ii) Chemistry Lab	1		
	(iii) Physics Lab	1		
		कुल योग :	660	



सत्र 2015-16 से संचालित 5 मॉडल विद्यालयों में सत्र 2018-19 से कक्षा-11 व 2019-20 में कक्षा-12 विज्ञान संकाय के साथ प्रारम्भ निम्न विषय अनुसार किया जावेगा :-

S.No.	Section A (Bio Group)	Section B (Maths Group)
1	English Elective NCERT	English Elective NCERT
2	Biology	Maths
3	Physics	Physics
4	Chemistry	Chemistry
5	Information pactices/ Physical Education / Maths/ Economics	Information pactices/ Physical Education / Biology/ Economics

1. क्रम संख्या 5 पर विकल्प के रूप में दिये गये विषयों में से कोई भी दो विषय विद्यालय विकास एवं प्रबंधन समिति तथा अभिभावकों की बैठक में चर्चा कर विद्यालय में लागू किया जा सकता है।
2. पाँचवें विषय के रूप में विद्यार्थी को विद्यालय में लागू दो विषय में से एक विषय का चयन करना होगा।

सीबीएसई निर्देशानुसार पीजीटी को प्रति सप्ताह 33 कालांश निर्धारित है तथा प्रति वैकल्पिक विषय सप्ताह में 9 कालांश निर्धारित है।

सीबीएसई द्वारा जारी पत्र के निर्देशानुसार बिन्दु 3 की पालना में इन विद्यालयों में कक्षा 11 व 12 के अध्यापन हेतु विभिन्न विषयों के पीजीटी पदों की अतिरिक्त आवश्यकता होगी। अतः निम्नानुसार पदों के सृजन की स्वीकृति दिया जाना प्रस्तावित है।

क्र. सं.	पद	प्रति विद्यालय संख्या	पदों की कुल संख्या	ग्रेड पे
1	अध्यापक ग्रेड-I (PGT)	—	35 (5X7)	9300-34800 ग्रेड पे 4800
	(i) English	1		
	(ii) Chemistry	1		
	(iii) Physics	1		
	(iv) Biology	1		
	(v) Maths	1		
	(vi) Inforation Practices	2 विषय हेतु		
	(vii) Physical Education			
	(viii) Economics में से			
2	प्रयोगशाला सहायक		15 (5X3)	5200-20200 ग्रेड पे 2800
	(i) Biology Lab	1		
	(ii) Chemistry Lab	1		
	(iii) Physics Lab	1		
		कुल योग :	50	

5 प्रस्ताव संख्या- 05

जिला भीलवाड़ा में डीएमएफटी के लगभग 90 करोड़ के 287 निर्माण कार्यों के सुचारु संपादन हेतु एक वर्ष के लिए पूर्णतः अस्थायी तौर पर ब्लॉक आसीन्द, हुरडा, रायपुर एवं बनेडा के लिए 4 कनिष्ठ अभियंता, 1 वाहन, 1 कम्प्यूटर ऑपरेटर मशीन सहित एवं 1 कनिष्ठ लिपिक लगाए जाने एवं उनके व्यय भुगतान

अनुमोदन किया गया।

	<p>डीएमएफटी कार्यों के 3 प्रतिशत कन्टीजेन्सी मद से किए जाने की स्वीकृति दिया जाना प्रस्तावित है। उक्त प्रस्ताव पूर्व में चेयर पर्सन निष्पादक समिति, रामाशिप से अनुमोदित है। (प्रतिलिपि संलग्न)</p> <p>उक्त प्रस्ताव निष्पादक समिति की बैठक में अनुमोदनार्थ प्रस्तुत है।</p>	
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(आनन्दी)  
राज्य परियोजना निदेशक





# राजस्थान माध्यमिक शिक्षा परिषद् (परिशिष्ट - 1)

डॉ० राधाकृष्णन् शिक्षा संकुल, ब्लॉक-6, जवाहर लाल नेहरू मार्ग,  
ओटीएस पुलिया के सामने, जयपुर-302017



दूरभाष: 0141-5192266, 5192265 E-mail: [modelschoolest@gmail.com](mailto:modelschoolest@gmail.com)

क्रमांक : रामाशिप / जय / पीपीपी कमेटी-2017/9068

दिनांक : 15.12.2017

## State Level Appraisal Committee का बैठक कार्यवाही विवरण दिनांक 15.12.2017

Policy for Public Private Partnership in School Education, 2017 के अन्तर्गत गठित State Level Appraisal कमेटी की बैठक राज्य परियोजना निदेशक, रामाशिप, की अध्यक्षता में दिनांक 15.12.2017 को आयोजित की गई। बैठक में SLAC के निम्न सदस्य उपस्थित रहे। उपस्थिति विवरण एनेक्चर-ए पर संलग्न है :-

1. अतिरिक्त राज्य परियोजना निदेशक, रामाशिप., जयपुर।
2. शासन उप सचिव, शिक्षा (ग्रुप-2) विभाग, शासन सचिवालय, जयपुर।
3. नियंत्रक वित्त, रामाशिप, जयपुर।
4. अधीक्षण अभियंता, सिविल शाखा, रामाशिप, जयपुर।
5. उपायुक्त-पीपीपी।
6. उपनिदेशक, पंचायतीराज, प्रतिनिधि, निदेशक (प्रा.शि.), राजस्थान, बीकानेर।
7. श्री दिलीप परिहार, सहायक निदेशक, प्रतिनिधि, निदेशक, माध्यमिक शिक्षा, राजस्थान, बीकानेर।
8. श्री मदन लाल शर्मा, सेवानिवृत्त लेखाधिकारी, राज्य सरकार द्वारा मनोनीत।
9. उप निदेशक, पीपीपी, रामाशिप, जयपुर।

बैठक में परिषद् स्तर पर गठित तकनीकी समिति द्वारा पीपीपी पॉलिसी अन्तर्गत तैयार किये गये ड्राफ्ट बिड डॉक्यूमेंट एवं एग्रीमेंट पर दिनांक 14.12.2017 तक प्राप्त सुझावों/टिप्पणियों/फीड बैक के सम्बन्ध में दी गई अनुशंसाओं पर बिन्दुवार विस्तृत विचार विमर्श किया गया। SLAC द्वारा तकनीकी समिति से प्राप्त अनुशंसाओं को निम्नानुसार अनुमोदित किया गया :-

क्र. सं.	नाम	प्रावधान	सुझाव	सुझाव के सम्बन्ध में वर्तमान में प्रावधान	तकनीकी कमेटी एवं SLAC की टिप्पणी/ अनुशंसा
1	Eduspark	Legal Entity	1. Consortium in any form would entail different ideologies and approaches which could affect the end delivery-Unlike ICT implementation, this project entails administration and academic delivery of a child for sustained period of time and best delivered by a single entity. The clause allowing a consortium should be removed.	The Bidder has to be a single legal entity. The Bidder should be a 'not for profit' company/trust/society registered/incorporated in India under the provision of Companies Act, 1956/2013/The Indian Trusts Act, 1882/The Society Registration Act, 1860/Rajasthan Societies Registration Act 1958 or a consortium of any of the above..	Changes were made on the basis of multiple suggestions and representations by organization/persons claiming to be interested in participating in the bid. Changes have been incorporated keeping in mind that in addition to quality of

					partner, healthy competition is also to be encouraged.
			2. Companies which are involved in managing pre schools/K12 schools and providing services may be considered as the mandate will be to improve the quality of Government schools across academic and non academic areas. Infrastructure development, implementing Monitoring systems, digitization, student, teacher assessments apart from Sports, performing arts and academia needs to be imparted which a K12 Education company can provide.		Experience of running schools is already provided for in RFP/Bid document
			3. Any Entity that has central/ state government undertaking ownership and is subject to CAG Audit/has been audited by CAG for the FY 2016-17 and who has prior experience in any education/vocational training related projects can apply.		It is clearly defined in the PPP Policy notification as to who are eligible for operation and maintenance of PPP Schools under the policy.
		<b>Turnover from Related Operations</b>	The Turnover of the Bidder has been brought down from Rs. 30 Cr. to a mere Rs. 3 Cr. across the board. This will encourage many school institutions who have not yet fully established their footing in India to bid which we believe is detrimental to the end objective of	In order to calculate the turnover of related operations for qualifying for one Cluster the bidder should have minimum gross average annual turnover of Rupees	Changes were made on the basis of multiple suggestions and representation by parties claiming to

			<p>improving Govt. schools in Rajasthan. The Turnover is a direct proof of the volume and size of the schools run and the number of students serviced. The revised Turnover suggests an experience of only servicing and managing only 750 students which by any standards is very low on experience. The Turnover criteria should be revised as follows:-</p> <ol style="list-style-type: none"> <li>1. Trust/Society/non profit to have a minimum of Rs. 3 Crore at least average turnover in the last 3 years.</li> <li>2. A School Management firm that is not a non profit company or trust or society but involved in pre school/K12 Education services and operations to have a minimum turnover criteria of Rs. 50 Cr.</li> </ol>	<p>three crores (Rs.3.00 crores) during the last two (2) Financial Years (FY) taken together (2015-16 to 2016-17). For every additional cluster being up for bid, additional gross average annual turnover of Rupees Three crores (Rs. 3.00 crores) in last two years will be required. In case of Consortium, Cumulative Turnover of related operations of the Members of the Consortium shall be taken while calculating minimum gross average annual turnover. Note: The Procuring Entity is issuing one RFP for one Cluster. Thus total 9 RPFs are being issued for 9 Clusters. In view of the above, the bidder should calculate his eligibility and participate accordingly.</p>	<p>be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.</p>
		<b>Net Worth</b>	<p>No change is needed for Trust/ Societies but for a school management company which is not a society or trust and a for profit company this clause may be retained at 15 cr. net worth.</p>		<p>For profit companies are not eligible to participate in the bid as per the Policy. Changes were made on the basis of multiple suggestions and</p>

					representati on by parties claiming to be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.
		<b>Experienc e of Operatio n and Maintena nce of Schools</b>	<ol style="list-style-type: none"> <li>1. A minimum of at least 10 years is required for any Institution to show an impact in the learning outcome of a child right from Pre Primary to Standard Xth. Even the performance metrics reflected by the GOR Basic Draft Tender shows emphasis on the % of students who have secured pass marks/&gt;75 marks in Std Xth, XIIth as per article 21 (Minimum Standards of Performance)-An Institution which has only 2 years of experience running schools in India will not have gone through the entire cycle of servicing students from pre primary to std. XII.</li> <li>2. Weightage should not be given to Institutions that are running schools outside India as it is clear that to run schools of GOR, adequate experience has to be for running schools in Indian Soil and understanding the local curriculum and academic</li> </ol>	A Bidder (in case of single entity)/ Lead Member (in case of Consortium), or its "Associate"having experience of at least 2 (two) years of running school(s) recognized by the competent authority or affiliated with any Central or State Board of Secondary Education or recognized by competent authority/ affiliated with any Government approved Board in case of experience of countries outside India would be eligible for award of 5 (five) schools against each such existing school. This will be calculated according to the number of schools	Changes were made on the basis of multiple suggestions and representati on by parties claiming to be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.

			<p>requirements of children studying in Indian states.</p> <p>3. We request you to revert to the original clause but with a minimum experience of 5 years and award 10 schools for every 1 Indian school run as per CBSE/State norms.</p> <p>4. We also request you to add a clause that allows only those educational Institutions to apply who have shown past performance in academic delivery as assessed by competent Central/State Education Boards.</p>	in each Cluster, as Cluster is the unit of bidding.	
		<b>Bidder's Self Declaration (Mandatory Undertaking)</b>	<p>Consortium in any form would entail different ideologies and approaches which could affect the end delivery-Unlike ICT implementation, this project entails administration and academic delivery of a child for sustained period of time and best delivered by a single entity. The clause allowing a consortium should be removed.</p>		<p>Changes were made on the basis of multiple suggestions and representation by parties claiming to be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.</p>
		<b>POA</b>	<p>Consortium in any form would entail different ideologies and approaches which could affect the end delivery-Unlike ICT implementation, this project entails administration and academic delivery of a child for sustained period of time</p>		<p>Changes were made on the basis of multiple suggestions and representation by parties claiming to be</p>



			and best delivered by a single entity. The clause allowing a consortium should be removed.		interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.
2	Kanchan Lall, EA	Definition of Consortium	The number of members in the consortium should not be limited to 4, consortiums should be allowed for more than 2 entities coming together to implement the project. Further, there should not be any equity stake required in the consortium; a number of entities under a common memorandum of understanding should be sufficient for a consortium.	The term consortium shall mean a group of bidders, comprising four entities coming together to implement the project..... Each member of the consortium shall hold at least 25% equity stake in the consortiums.	Not accepted
		Bid Security Amount	Given the uncertain nature of government and potential delays in reimbursement, there is a high probability that till the program is set-up and running and the government has demonstrated its willingness and ability to pay, many organisations may not apply due with this requirement of bid security amount due to a fear of blocking funds.		As per RTPP Act & Rules, bid security is mandatory so suggestion not accepted
		Scope of Work: This programme will be carefully evaluated by independent agency.	What will be the role of this agency and what sort of evaluations will be undertaken, also what will be the repercussions of such evaluations? Will this evaluation information be made available in public domain or be limited to internal dissemination only?		Provisions already made in Concession Agreement
		Infrastructure	Educational institutions may not have the requisite		Infrastructure

		<b>development and reimbursement</b>	experience / capabilities required for undertaking construction work and also would not have access to funds (expected Rs 75 lakhs) to make such a high upfront investment in the school. It is therefore suggested that the schools under this PPP policy should be such that they have adequate infrastructure (as per requirements laid out in Schedule E) or it should be the government's responsibility to ensure infrastructure standards at the time of hand over and that the private organisation is required only to do only undertake minimal infrastructure upgrade/ maintenance.		development is mandatory as per PPP Policy so suggestion not accepted
		<b>Eligibility Criterion:</b>  <b>Turnover from Related Operations (In order to calculate the turnover of related operations for qualifying for one Cluster the bidder should have minimum gross average annual turnover of Rupees three crores (Rs.3.00 crores))</b>	Many trusts / societies /not-for-profits do not have a revenue model and hence many not have any 'turnover'. It is therefore suggested that along with turnover, the annual budgets of an entity be also considered as valid for eligibility.	In order to calculate the turnover of related operations for qualifying for one Cluster the bidder should have minimum gross average annual turnover of Rupees three crores (Rs.3.00 crores) during the last two (2) Financial Years (FY) taken together (2015-16 to 2016-17). For every additional cluster being up for bid, additional gross average annual turnover of Rupees Three crores (Rs. 3.00 crores) in last two years will be required. In case of Consortium, Cumulative Turnover of related operations of the	Annual budgets are estimations only. Not accepted.

		during the last two (2) Financial Years (FY)		Members of the Consortium shall be taken while calculating minimum gross average annual turnover. Note: The Procuring Entity is issuing one RFP for one Cluster. Thus total 9 RFPs are being issued for 9 Clusters. In view of the above, the bidder should calculate his eligibility and participate accordingly.	
		<b>Eligibility Criterion: Experience of operation and maintenance of schools</b>	Some large organisation with experience in teaching children and in education reforms may not necessarily have affiliated / recognized schools (such as Learning Links Foundation which works across 23 states on education reforms but does not have affiliated schools) and thus may be disqualified basis this criteria. It is therefore suggested that relevant experience in education sector – such as working with government schools, working with states / centre on education reforms, working on curriculum and teacher training be also considered as relevant for eligibility.	Experience of operations and maintenance of schools (Bidder (in case of single entity) ... having experience of at least 2 (two) years of running school(s) recognized by the competent authority or affiliated with any Central or State Board of Secondary Education or recognized by competent authority/ affiliated with any Government approved Board in case of experience of countries outside India would be eligible for award of 5 (five) schools against each such existing school.)	not accepted
		<b>Instructions to Bidders</b>	Instead of awarding contracts to lowest bidder L-1, the bids of L-1, L-2 and	Average per student Expenditure	Not acceptable as per

		<b>(ITB) and Bidding Process :</b>	L-3 should be considered. Instead of providing lowest reimbursement, the government should provide for a ceiling / maximum reimbursement and ensure having 2-3 entities in one cluster. This will encourage healthy competition and indicate that the focus of the government is on improving school quality and not reducing expenditure.	incurred on salaries by Secondary Education Department in the year 2016-2017 is Rs. 24,705/-. The Bidder who offers maximum discount %age on the average Per Student Expenditure cited above shall be the L-1.	financial norms
		<b>School selection</b>	In case the uptake of schools in rural areas is poor, is there willingness to change the list and increase number of urban schools?		25:75 ratio of urban and rural schools is mandatory as per PPP Policy so suggestion not accepted
		<b>Appointment of Staff Members</b>	The minimum qualifications prescribed for appointing teaching staff are restrictive on education entities that have their own training programs / innovative curriculum practices that require experiential learning and teaching methods and thus may not find the qualifications listed herein suitable to their pedagogy. It is therefore suggested that there be no restrictions on qualifications of teaching staff and the school management be given the autonomy to hire staff as per their own requirements / training standards.	Minimum qualifications of staff are as per Govt. norms.	There can not be two separate set of norms for Government schools and for PPP schools so suggestion not accepted
		<b>Performance Security (PS): The amount of Performance Security shall be</b>	Since the entities participating in the program will be using their own funds for operational expenses and receiving reimbursements thereafter, there should be no need of a performance security. This will only levy additional financial burden on the	The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority, no later than fifteen (15) days from the date of	Performance security is provisioned for as per RTPP Act & Rules so suggestion not acceptable

		five percent (5%) of the project cost	organisation. It is therefore suggested that the condition for performance security be omitted. Also, the clause for performance security is punitive and does not demonstrate a collaborative approach.	this Agreement, an irrevocable and unconditional Performance Security/ Bank Guarantee, from a Scheduled/ Nationalised Bank of India for a sum equivalent to, in the form set forth in Schedule F, five percent (5%) of the project cost as defined in the Bid document, in the form of Bank guarantee. The Performance Security/ Bank Guarantee shall remain in force until completion of the entire Concession Period.	
		Availability of staff from date of commencement	Any such clauses involving penalties will deter organisations from applying. There will be certain shortfalls at both ends – the Government and private entities in the first 2 years of the program; the Government must be open for a more collaborative approach than the current one which is viewed as punitive / onerous.	In case the Concessionaire is not able to appoint 100% staff as per norms in Schedule B on 1st May 2018 in any school(s)..... a penalty of Rs. 500/- per day for each such staff that is not available shall be levied on the Concessionaire..... If the Concessionaire fails to appoint 100% staff as per norms in Schedule B after completion of 6 months from the 1st May 2018 in any school(s), the Authority shall rescind the Agreement for such school(s) within the Cluster.	Suggestion not accepted



		<b>Minimum Standards of Performance: Exam Results</b>	<p>No organisation managing the PPP School could be expected to demonstrate the results expected herein in the first year of its program itself. Academic results take time and while the assessments should be conducted every year to track progress, there should be no repercussions for these results in the first 2 years. Even in Year 3 and going forward, the consequence of not meeting academic milestones maybe linked to lower reimbursements for that many number of students and not be levied in the form of penalties.</p>	<p>The Concessionaire shall ensure that the average annual attendance of each enrolled student for whom Student Expenditure Support is claimed is not less than 50% in an Academic Year.</p> <p>The Concessionaire shall not be entitled to claim Student Expenditure Support for students having attendance less than 50% in an Academic Year.</p>	Relaxation of three years already given in Agreement draft										
			<p>Additionally, this structure of evaluating class X and XII results and meeting assessment targets may also lead to 'teaching to the test' and fudging academic results. Thus the measure for academic outcomes should be the academic gains observed in students' year on year by undertaking a baseline study on learning levels and then an end line study on learning levels at the end of the year</p>	<p>If in the Board Exam of any year for Classes X &amp; XII, 25% or more of the students do not receive the Pass marks as defined in the concerned Board of Affiliation's guidelines. Shall be liable to pay penalty for each class separately in the following manner</p> <table><tr><th>% of students securing Pass marks</th><th>Penalty</th></tr><tr><td>&gt;= 75%</td><td>Nil</td></tr><tr><td>&gt;=65% &amp; &lt;75%</td><td>Rs. 20,000/-</td></tr><tr><td>&gt;=55% &amp; &lt;65%</td><td>Rs. 60,000/-</td></tr><tr><td>&lt;55%</td><td>Rs. 1,20,000/-</td></tr></table>	% of students securing Pass marks	Penalty	>= 75%	Nil	>=65% & <75%	Rs. 20,000/-	>=55% & <65%	Rs. 60,000/-	<55%	Rs. 1,20,000/-	not considered
% of students securing Pass marks	Penalty														
>= 75%	Nil														
>=65% & <75%	Rs. 20,000/-														
>=55% & <65%	Rs. 60,000/-														
<55%	Rs. 1,20,000/-														

			It is also advisable to have recognition and financial rewards for schools meeting the academic learning outcomes so that they can invest and strengthen their programs further.	If in the Board Exam of any year, for Classes X & XII, a minimum of 10% of the students do not receive more than 75% marks. Shall be liable to pay penalty in the following manner <table><tr><th>% of students securing <math>\geq 75</math> marks</th><th>Penalty</th></tr><tr><td><math>\geq 10\%</math></td><td>Nil</td></tr><tr><td><math>\geq 5\%</math> &amp; <math>&lt; 10\%</math></td><td>Rs. 60,000/-</td></tr><tr><td><math>&lt; 5\%</math></td><td>Rs. 1,20,000/-</td></tr></table>	% of students securing $\geq 75$ marks	Penalty	$\geq 10\%$	Nil	$\geq 5\%$ & $< 10\%$	Rs. 60,000/-	$< 5\%$	Rs. 1,20,000/-	not considered
% of students securing $\geq 75$ marks	Penalty												
$\geq 10\%$	Nil												
$\geq 5\%$ & $< 10\%$	Rs. 60,000/-												
$< 5\%$	Rs. 1,20,000/-												
3	Sujatha Muthayya		Question from Bridge International Academies : Does each member of the consortium need to be non profit? Or does the non profit clause apply only to the lead bidder?		Clarification to be sent								
4	Vinood Kumar		राजकीय माध्यमिक विद्यालय को पीपीपी मोड पर न देने बाबत। निजीकरण से पूर्व स्थानीय निकायों से अनुमोदन लेकर सूची बनावें।		विद्यालयों का निजीकरण नहीं किया जा रहा है केवल संचालन हेतु पीपीपी पार्टनर को दिया जा रहा है।								
5	Ashvini Malot		जिन विद्यालयों में भौतिक सुविधाएं हैं, परीक्षा परिणाम में निरन्तर सुधार हो रहा है, शहर कस्बों के निकट है, उनका निजीकरण करना उचित नहीं है। निजीकरण से पूर्व स्थानीय निकायों से अनुमोदन लेकर सूची बनावें।		विद्यालयों का निजीकरण नहीं किया जा रहा है केवल संचालन हेतु पीपीपी पार्टनर को दिया जा रहा है।								
6	Jawahar Lal Bunkar		जिन विद्यालयों में भौतिक सुविधाएं हैं, परीक्षा परिणाम में निरन्तर सुधार हो रहा है, शहर कस्बों के निकट है, उनका निजीकरण करना उचित नहीं		विद्यालयों का निजीकरण नहीं किया जा रहा है केवल								

			है। निजीकरण से पूर्व स्थानीय निकायों से अनुमोदन लेकर सूची बनावें।		संचालन हेतु पीपीपी पार्टनर को दिया जा रहा है।
7	<b>Surendr Tholia</b>		सरकार का मानस सरकारी विद्यालयों को PPP पर देने का है जो सरासर गलत व समाजवादी नीतियों के विरुद्ध है। निजी विद्यालयों की मनमानी जगजाहिर है जिस पर सरकार लगाम लगाने में विफल रही है। अतः बहुत सम्भावना है कि PPP पर लेने वाली संस्थान अपने फायदे के लिए लूट मचाएगी। अतः जनहित में सरकार को इस योजना को तुरंत वापस ले लिया जाना चाहिए।		As per policy
8	<b>Sanjay Tripathi</b>		पहले से समृद्ध विद्यालय को pop में नहीं दिया जाए।		As per policy
9	<b>Kush Jindal</b>		In case of one bidder have maximum 10 schools in a cluster then a bidder can better managed that school and fulfill all the expectations of govt. of Rajasthan in regard of better management, accountability and flexibility. Many societies and trustees want to take Govt. School under PPP model but as per this policy and proposal they cannot enter in this project.	Educational division wise clusters	Not accepted
10	<b>Jitendra Sharma,</b>	<b>Consortium (Lead Member)</b>	1. Consortium में Lead Member वह सोसाइटी होनी चाहिए जो Active कार्य करने वाली सोसाइटी हो तथा Lead Member सभी सदस्यों की एक राय में चुनी हो तथा अनुभव तथा 51 प्रतिशत की Lead Member की शर्त हटा ली जावे तथा विभाग के प्रति उत्तरदायी Lead Member सोसाइटी है Lead Member के सदस्य सोसाइटी/फर्म/कम्पनी हो सकती है (सोसाइटी तो Not for Profit संस्थान है)। क्योंकि Bid	The term consortium shall mean a group of bidders, comprising four entities coming together to implement the project..... Each member of the consortium shall hold at least 25% equity stake in the consortiums.	Not accepted
11	<b>Vijendra Sharma,</b>				
12	<b>Hameer Singh Bainsla,</b>				
13	<b>Om Prakash Saini,</b>				
14	<b>Kushum Sharma,</b>				
15	<b>Khechi Sharma,</b>				
16	<b>Kiran Sharma,</b>				
17	<b>Rajesh Bairwa,</b>				
18	<b>Keshav Sharma</b>				

		<p>Security राशि रूपये 60 लाख व परफोमेंस Security लगभग 60 लाख से अधिक हो रही है इस प्रकार मिलाकर लगभग 1.5 करोड़ हो जाती है तथा Consortium में सदस्य की संख्या बढ़ायी जानी चाहिए राशि 1.5 करोड़ विभाग को जमा कराया जा सके तथा सदस्य 8 से अधिकतम 15 तक किया जा सकता है। साथ एक cluster में भी स्कूल की संख्या भी 30 से ज्यादा हो सकती है अतः अनुभव के लिए प्रति स्कूल अवार्ड बढ़ाना चाहिए। अतः : Consortium में चार सदस्य से काम नहीं चलेगा ।</p>	
		<p>2. one to fifteen organisation may be grouped in a consortium . and <u>Lead member</u> of consortium may be society but its member sociery/any firm / any company . it must be allow. Because one society having one school so that <u>4 society four school is disqualify for Bid because one cluster having group of more than 30 school.</u> And also large amount of Bid Securiry 60 lakh for 4 entity because society <u>run not for profit</u> so allow member of consortium may be allwo firm/any company under lead member society .( some member outside sported to consortium ) page 3.-4.</p> <p>1 each member of the consortim shall decide share of among all members .</p> <p>2 Lead member society is active person not 51 percent experience society and lead member should be choice/ election among of all members.</p> <p>Pages 67</p>	<p>Changes were made on the basis of multiple suggestions and representati on by parties claiming to be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.</p>

			3 A firm allow . In case Prop. Firm :- copy of registration shop Act 1958 and shapat patra for "not for profit"		Not accepted as it is not as per policy
			Autonomous bodies/organisation/RCSE Reservation kota/govt reservation it make 10 percent or more or 10 cluster which one cluster include 4 adarsh schools. RCSE Reservation kota used to any school provide to any individual or others and rate of per student average of sucessful total tederer / bidder rate of per student. ( total different bibber rate per student/nos. Of total successful bidders)		Not accepted as it is not as per policy
		<b>Experienc</b>	<ol style="list-style-type: none"> <li>स्कूल का अनुभव में क्लाश 1 से 5वी तक, क्लाश 1 से 8वी तक, क्लाश 1 से 10वी तक, क्लाश 1 से 12 वी तक की एक स्कूल के प्रति अवार्ड 05 स्कूल की पीपीपी स्कूल को बढ़ाना चाहिए यह 8-15 तक की जा सकती है।</li> <li>Experience include award of 8-15 ( eight - fifteen) schools against each such exiting school.</li> <li>Eligible for award one school against such existing two(2) SVGMS(Swami Vivekanand Govt. Model School) schools and 250 teachers or more than teachers providing to swami vivekanan Government Model Schools affiliated CBSE or State board and to deloyed operate and manage and also non teaching staff . Experience of state level office for three years</li> </ol>	A Bidder (in case of single entity)/ Lead Member (in case of Consortium), or its "Associate"having experience of at least 2 (two) years of running school(s) recognized by the competent authority or affiliated with any Central or State Board of Secondary Education or recognized by competent authority/ affiliated with any Government approved Board in case of experience of countries outside India would be eligible for award of 5 (five) schools against each such existing school. This will be calculated according to the number of schools	not accepted as per bid document.



				in each Cluster, as Cluster is the unit of bidding.	
		<b>Turnover</b>	<ol style="list-style-type: none"> <li>1. Average of two years annual turnover should be reduce 50 lacs and above one another cluster upto is 1.00 crore.</li> <li>2. The bidder should have minimum gross average annual of Rs. 50 lacs during two last years (2) Financial year (FY) taken (2015-16 to 2016-17) for every additional bid for addition each cluster Rs. 50 lacs average turnover of two years.</li> </ol>	<p>In order to calculate the turnover of related operations for qualifying for one Cluster the bidder should have minimum gross average annual turnover of Rupees three crores (Rs.3.00 crores) during the last two (2) Financial Years (FY) taken together (2015-16 to 2016-17). For every additional cluster being up forbid, additional gross average annual turnover of Rupees Three crores (Rs. 3.00 crores) in last twoyears will be required.</p> <p>In case of Consortium, Cumulative Turnover of related operations of the Members of the Consortium shall be taken while calculating minimum gross average annual turnover.</p> <p>Note: The Procuring Entity is issuing one RFP for one Cluster. Thus total 9 RPFs are being issued for 9 Clusters. In view of the above, the bidder should calculate his eligibility and participate accordingly.</p>	<p>Changes were made on the basis of multiple suggestions and representati on by parties claiming to be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.</p>

		<b>Cluster</b>	<p>1. According to policy issued by State Government of PPP school not definite cluster system.</p> <p>2. Bid should be invite district wise. Bid should not be invite group of district. (cluster makes group of four(4) school).</p>		Not accepted
		<b>Penalty Clause</b>	<p>कम से कम दो तीन वर्ष किसी भी प्रकार कि पेंनेलि नही लगायी जावे जो</p> <p>बीड डॉक्यूमेंट के पेज 23, 52, 60, 72, 73 व अन्य पेज पर है। इससे पोलिसी के उद्देश्य को प्राप्त करने हेतु वक्त दिया जाना जरूरी है तथा बील्डर सरकार / विभाग के गाडी का दुसरा पहिया है उसे पिंचर होने से गाड़ी रुक जाती है तथा बील्डर को सहयोग करे तथा हतोष्ठास नही करे पेनेलि देकर तथा तीन वर्ष बाद पेनेलि को कम किया जावे तथा इस संबंध में क्लोज बीड में किया जाना चाहिए। तीन वर्ष तक पेनेलि नही हीनी चाहिए। क्योंकि वास्तविकता में सामान्य परिस्थितियाँ नही है। साथ ही बील्डर के करोड रुपये ही इस योजना में फसे रहते है अतः सुरक्षा सभी चाहते है।</p>		Changes were made on the basis of multiple suggestions and representation by parties claiming to be interested in participation in bid. Changes have been incorporated keeping in mind, that in addition to quality of partner a healthy competition is also to be encouraged.
		<b>Performance Security</b>	Performance Security (PS) की राशि की गणना में बीड स्कुरिटी को समायोजित किया जावे।		To be done as per RTPP Act & Rules
		<b>Technical Eligibility</b>	<p>तकनीकी योग्यता के बाद मेरिट L1, L2, L3, L4 ..... के अनुसार Councilloring and method of screening द्वारा स्कूल/क्लेसर/ जिला allot हो। एक बार में एक स्कूल/क्लेसर/जिला का चुनाव बील्डर का सकता है। सभी बील्डर को मौका मिलने के बाद बील्डर क्लाइफाई करता है तकनीकी योग्यता के आधार पर तथा स्कूल/क्लेसर/जिला शेष रहते हैं तो फिर मेरिट L1, L2, L3, L4 ..... के अनुसार Councilloring and method of screening द्वारा स्कूल/क्लेसर/जिला allot हो।</p>		To be done as per RTPP Act & Rules

19	Sh. Pankaj Khandelwal	Legal Entity	Bidder shall mean: A society registered under the provisions of the Societies Registration Act, 1860; or a society registered under the provisions of the Rajasthan Societies Registration Act, 1958.	It should also include Societies registered under the Societies Registration Act of any other States	Not required
		Experience of operations and maintenance of schools	Documents required are specified on pg 13-14 of RFP	clear segregation of documents required for International and Indian experience	Documents required given clearly
		Bidder's self declaration	To be given in the format specified at Annexure 6	Following additions suggested in sub-clauses (d) and (g) of Annexure 6: (d) doesnot have any previous transgression ..... <b>which impairs the implementation of the Project in any manner whatsoever;</b> (g) doesnot have, and our directors and officers not have been convicted of any criminal offence.....debarment proceedings, <b>save and except for such petty offences which are compundable and remediable in accordance with law.</b>	Not accepted
				Request for addition of following phrases in Annexure 6: "The aforesaid undertaking is to the best of our knowledge and belief and is based upon the understanding that there exists none of the above situation as on date and/ or in case it does it has already been contested or appealed against, in accordance with law"	Not accepted
		Joint Bidding Agreement	Point 5.2 of Annexure 13 of RFP (b) The Lead Member shall continue to hold at least 51% (fifty – one percent) stake in the Consortium at all times; and  (c) Each Party shall hold at least 26% (twenty – six percent) stake in the Consortium at all times.	There are errors in equity participation in RFP and the Joint Bidding Agreement format.	Clerical mistake. Corrected.
		Calculation of Project cost for	Calculation of Annual Project Cost Annual Project Cost = Per	Project Cost = Per Student Annual Expenditure Support	accepted

		Performance Security	Student Annual Expenditure Support amount quoted by the Bidder in BoQ for awarded cluster x total number of schools in the awarded cluster x 200.	amount quoted by the Bidder in BoQ for awarded cluster x total number of schools in the awarded cluster x actual number of students in a cluster	
			Article 8 Clause 8.1 Quantum of Performance Security	.....5% of the annual project cost .....	Typo error
		Minimum student guarantee		Schools to be given on PPP mode should have student strength of 200 and above per school	Not accepted
		Technical Bid Submission Form (Annexure 3)	minimum gross average annual turnover of Rupees three crores (Rs.3.00 crores) during the last two (2) Financial Years (FY) taken together (2015-16 to 2016-17).	Typo error in Point iv of Annexure 3: Annual turnover during the last three year (as stated in the eligibility criteria.....)	Clerical mistake. Corrected.
		Change in ownership of Society	(c) where the Concessionaire is a society, acquisition of control, directly or indirectly, of the governing council or management committee or such body of the Concessionaire, which is entrusted with the management of the affairs of the Concessionaire under its rules, bye-laws and regulations, by any other person or persons;	Change in ownership means: where Concessionaire is a society, change in control, by 80% or more, directly, of the governing council or .....	Not accepted
		Clause 5.4.2 (d) of draft Agreement: Obligations relating to change in ownership of the Concessionaire	(d) Acquisition of any control, directly or indirectly, of the governing council or management committee or such body of the Concessionaire, which is entrusted with the management of the affairs of the Concessionaire under its Rules, Bye-laws and Regulations, by any other person(s)	If required, whenever there is any change in the governing council of the bidder, the same shall be informed to the competent Authority or a copy of the ammended by-laws shall be forwarded to the Authority	Not accepted
		Article 3 Grant of Concession clause 3.1.6	3.1.6 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to: (a) Right of way, access and right to use the Site for the purpose of and to the extend conferred by the provisions of this Agreement; (b) Finance and augment/construct additional school infrastructure/repair. (c) Manage, operate and maintain the school and regulate the use thereof (d) Demand and receive Student Expenditure Support payable / Infrastructure	Add point no(e) to this clause 3.1.6 as follows: "( e) Grants (as specified in Schedule D) and other student benefits (as specified in Schedule C), available to students of Government schools in accordance with Article 19 of this Agreement."	Is already agreed to and mentioned in another clause (Article 6: Obligations of the Authority)

			Support from the Authority in accordance with the provisions of this Agreement.		
		Conditions Precedent clause no 4.3 Commencement of Concession Period	4.3.2 The date on which all Conditions Precedent specified in Article 4.2 are satisfied shall be the Scheduled Commencement Date, which shall not be later than 1st May 2018. 4.3.4 The date on which activities mentioned in Article 4.3.3 are completed shall be the Actual Commencement Date.	Modifications to Clause 4.3.2: "The date.....1st May 2018 or such extended date as may be mutually agreed between the Parties." Modifications to Clause 4.3.4 : " The date on on which activities mentioned in Article 4.3.3 are completed or such extended date as may be mutually agreed between the Parties shall be the Actual Commencement Date.	Not accepted
		Non availability of 100% staff on 1st May, 2018	Article 4 (Condition Precedent) Clause 4.3.4: In case the Concessionaire is not able to appoint 100% staff as per norms in Schedule B on 1st May 2018 in any school(s), the Authority shall make arrangements to continue teaching satisfactorily in such school(s). For each such day of non-availability of teaching/ non-teaching staff against the norms prescribed in Schedule B, a penalty of Rs. 500/- per day for each such staff that is not available shall be levied on the Concessionaire. The said penalty would be imposed for initial six (6) months from the Actual Commencement Date. If the Concessionaire fails to appoint 100% staff as per norms in Schedule B after completion of 6 months from the 1st May 2018 in any school(s), the Authority shall rescind the Agreement for such school(s) within the Cluster.	Instead of rescinding the Agreement, a penalty of Rs 1000/- per day should be levied on the Concessionaire after completion of 6 months	Not accepted
		Mandatory Infrastructure	Schedule E	Change mandatory list of Infrastructure Development requirement to a "recommended " list	Not accepted
		Integrated Anganwadis	The Concessionaire shall permit those Anganwadis that are already running within the school premises at the time of handing over, to continue	Grant only those schools which do not have any existing Anganwadis	Not accepted. It is clarified that PPP partner will not be expected to bear the expenditure of



					running the Aanganwadi but it will continue to share its infrastructure with the already integrated Anganwadis and government's directions.
		Definition of Project Agreement	Term used in Article 5 (5.2.2, 5.2.4) and Article 25	To define the term	
		Branding of school	Article 5 (Clause 5.3)	Branding expenditure should be a part of Schedule E	Not accepted
		Change in ownership	Article 5.4.1 The Concessionaire shall not undertake or permit any change in ownership except with the prior written approval of the Authority.	The Concessionaire shall upon undertaking or permitting any change in ownership give due intimation of the same to the Authority.	Not accepted
		Article 10 Modification / Augmentation of the school infrastructure	Augmentation period for infrastructure development shall be the period from the appointed date upto 30th April 2020	Augmentation period should commence from the Actual Commencement date and not from the Appointed Date	Not accepted
		Inspection of completion of school infrastructure	10.5.2 The Authority shall appoint a representative to inspect and test the school infrastructure and certify that it is safe and complete for use by students in conformity with the relevant regulations, specifications, standards and bye-laws and as per mandatory requirements in Schedule E. The representative so appointed shall, within 15 days of actual completion of the School Infrastructure (as prescribed in Articles 10.3, 10.4 and 10.5.1) give a certificate in the format prescribed by the Authority, stating that the school infrastructure meets all the mandatory requirements given in Schedule E, that it can safely and reliably be placed in service and all approvals required for commencing operation of the school have been obtained under Applicable Laws.	Time limit for inspection by representative of Authority should be 7 days. Also requested to add " any delay caused due to time taken, which is over and above the pre-determined timelines, by the Authority or any of their authorized representative to approve/ disapprove/ inspect/ issue clearance etc shall be excluded and shall not attract any penalty or any other liability in any manner whatsoever on the Bidder	Not accepted

	Article 10 Clause 10.6.1 Quantum of infrastructure support	10.6.1 After the receipt of the Completion certificate, The Authority shall appoint an independent agency, in agreement with the Concessionaire, who shall visit the Site of the said school within fifteen (15) days and assess the cost of work done and submit an Assessment Report, in the format prescribed by the Authority, to the Head of the technical wing of RCSE or its authorized representative. 10.6.2 Where the Assessment Report finds that the cost of work done by the Concessionaire is lower than the Completion Certificate submitted by the Concessionaire, the same will be shared with the Concessionaire, who will be given fifteen (15) days time to make any representation against the independent agency's Assessment Report to the head of the technical wing of RCSE or its authorized representative.	15 days period shall commence from the date of receipt of the Completion Certificate in terms of clause 10.5 Following addition to existing clause: "Any delay caused due to the time taken, which is over and above the prescribed timelines, by Authority or any of their authorized representatives to approve/ disapprove/ inspect/ issue clearance, etc shall be excluded and shall not attract any penalty or any other liability in any manner whatsoever on the Bidder.:"	Not accepted
	Cost of Upgradation	to be borne by the Concessionaire	Upgradation should be covered within infrastructure support of Rs 75 lakhs	Not accepted
	Storage time limit for CCTV recordings	3 months	7 days	Not accepted
	Appointment and performance of teaching and non-teaching staff	Article 17 (Clause 17.1.5) 17.1.5 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/ or controlled entities/ enterprises, (the " Authority Indemnified Persons") against any all suits, proceedings, actions, demands and claims from any staff appointed by the Concessionaire for any loss, damage, cost, expense of whatever kind and nature. <b>For avoidance of doubt, it is expressly agreed that the Concessionaire shall indemnify, defend, save and hold harmless the Authority against any/ all</b>	<b>Bold part of the Article 17 in column B to be deleted</b>	Not accepted

			<b>writ petitions, representations and proceedings for regularization against any government posts, during and after the Concession Period.</b>		
		Maximum permitted capacity	Article 18 18.1.2 Maximum Permitted Capacity of students shall be as follows:(a) For schools of class I to X : 710 students(b) For schools upgraded to class XII : an additional 400 students for classes XI & XII	Upper limit cap should be removed	Not accepted
		Student expenditure support	22.1.1 For the purpose of calculation of Student Expenditure Support, Quarter 1 of the first financial year shall be from 1st May 2018 to 30th June 2019. Thereafter, every subsequent financial year, Quarter 1 shall be from 1st April to 30th June.	.....1st May 2018 to 30th June 2018.....	Clerical mistake. Corrected.
		Student expenditure support	22.5.3 In the event of occurrence of a Concessionaire Default, disbursement of Student Expenditure Support shall be suspended till such Concessionaire Default has been cured by the Concessionaire.	Disbursement of Student Expenditure Support should not be linked with the schools' operations activities	Not accepted
		Billing and Payment	23.1.1 All damages, penalties and any other amounts due and payable by the Concessionaire to the Authority in accordance with the provisions of this Agreement may be deducted from any payment due and payable by the Authority to the Concessionaire as per the provisions of the Agreement.	Request to add to this clause the following line: "However, the parties agree that any such deduction shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise."	Not accepted
		Disputed Amounts	23.2.1 The Authority shall, within 30 (thirty) days of receiving an invoice, notify the Concessionaire of the disputed amounts, with particulars thereof, within 15 (fifteen) days of receiving such notice, the Concessionaire shall present any information or evidence as may reasonably be required for determining that such disputed amounts are payable.	The overall timelines provided for processing and issuance of invoice as well as release of payment qua the said invoice must be reduced.	The timeline of 30 days may be reduced to 15 days.
			Composition of Committee to decide on delayed payments: includes one representative of the Concessionaire	To include two representatives of the Concessionaire	Not accepted

		Termination for Concessionaire Default	25.1.1 Save as otherwise provided in this Agreement, in the event of the breach of any articles of this Concession Agreement and the Concessionaire fails to cure the default within the Cure period set forth below, or where no Cure Period is specified, then within a Cure period as specified by the Authority, the Concessionaire shall be deemed to be in default of this Agreement (the "Concessionaire Default"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to force Majeure. The defaults referred to herein shall include, but not be limited to, the following:	To add: Save as otherwise provided in this Agreement, <b>(except for such breaches/ defaults which attracts penalty under this Agreement)</b> in the event of the breach of any articles of this Concession Agreement and the Concessionaire fails to cure the default within the Cure period set forth below, or where no Cure Period is specified, then within a Cure period as spe	Not accepted
		Consequences of pre-mature termination	25.6.1 Termination upon Authority's Default: Upon the expiry or early termination of this Agreement, on account of Authority's Default, the Concessionaire shall, without prejudice to any other rights or remedies which it may have under this Agreement and under law, be entitled to receive Student Expenditure Support and annual installment of Infrastructure Support as and when due, upto the date of Termination after deducting the penalties and making adjustments towards Performance Guarantee or any other charges/dues, if any under any other head provided in this Agreement.	To be ammended as follows: be entitled to receive Student Expenditure Support <b>(and any all Grants, other student benefits due and payable to the concessionaire and any other rights provided to the Concessionaire under the provisions of this Agreement along with Infrastructure Support expenses borne by the Concessionaire prior to the date of termination)</b> and annual installment of Infrastructure Support as and when due, upto the date of Termination after deducting the penalties and making adjustments towards Performa Similar changes suggested in Article 25.6.2	Not accepted
		Cap on payment of Damages by the Concessionaire	Rs 50 lakh or 10% whichever is higher	Rs 50 lakh or 2% whichever is higher	Not accepted
		Liability and indemnity	Article 26	Indemnity to be limited to 2% of the annual Project cost	Not accepted
		Sole Arbitrator	Upon the expiry or early termination of this Agreement, on account of	to be appointed by mutual consent of both parties	Not accepted

			Authority's Default, the Concessionaire shall, without prejudice to any other rights or remedies which it may have under this Agreement and under law, be entitled to receive Student Expenditure Support and annual installment of Infrastructure Support as and when due, upto the date of Termination after deducting the penalties and making adjustments towards Performance Guarantee or any other charges/dues, if any under any other head provided in this Agreement.		
				Forum of 3 arbitrators with one arbitrator nominated by each party and the presiding arbitrator selected by the nominated arbitrators	Not accepted
		Schedule E	Mandatory Infrastructure: Classrooms as per norms	Uniform size of classrooms	Not accepted
		Pre-operational expenditure to be included in Schedule E	List of Mandatory Infrastructure		To be added to Schedule E of Concession Agreement: Repair and one time painting of existing infrastructure and repair of equipments found to be necessary during Joint Inspection visit, the same shall be made a part of the Joint Inspection Report and shall be eligible for Infrastructure Support.

तकनीकी कमेटी से प्राप्त अनुशंसा/टिप्पणी पर SLAC द्वारा विस्तृत विचार विमर्श किया गया। उपरोक्त तालिका के क्रम संख्या-19 के अनुसार SLAC द्वारा बिड डॉक्यूमेंट में निम्नानुसार तीन आशिक परिवर्तन किये जाने का अनुमोदन किया गया : (1) एग्रीमेंट के बिन्दु संख्या-23.2.1 में कन्सेशनर द्वारा प्रस्तुत किये गये इन्चाइस में विवादित राशि के सम्बन्ध में ऑथोरिटी को 30 दिन के स्थान पर 15 दिन के अन्दर कन्सेशनर को सूचित करने की अनुशंसा (2) Project Cost = Per Student Annual Expenditure Support amount quoted by the Bidder in BoQ for awarded cluster x total number of schools in the awarded cluster x 200 में 200 के स्थान पर actual number of students in a cluster किया गया (3) शिड्यूल-ई में उपरोक्त तालिका में उल्लेखित विवरणनुसार आशिक परिवर्तन किया जाना।


बिड को अधिक प्रतिस्पर्धात्मक बनाने के लिए, पीपीपी पॉलिसी व आर.टी.पी.पी. एक्ट, 2012 व नियम 2013 के अन्तर्गत संशोधित ड्राफ्ट बिड डॉक्यूमेंट व एग्रीमेंट में संभव संशोधन कर दिये गये हैं एवं अब अन्य कोई संशोधन करने की आवश्यकता प्रतीत नहीं हो रही है।





अतः SLAC द्वारा उक्त संशोधित ड्राफ्ट बिड डॉक्युमेंट एवं एग्रीमेंट तथा प्राप्त सुझावों को रामाशिप की ई.सी. जो कि पीपीपी हेतु State Level Empowered Committee (SLEC) भी है, के समक्ष प्रस्तुत करने की अनुशंसा की गई।

बैठक सधन्यवाद समाप्त हुई।

  
(सुरेश चन्द्र)

अतिरिक्त राज्य परियोजना निदेशक

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. निजी सहायक, निदेशक, रामाशिप., जयपुर।
2. निजी सहायक, निदेशक (प्रा.शि.), राजस्थान, बीकानेर।
3. निजी सहायक, निदेशक, माध्यमिक शिक्षा, राजस्थान, बीकानेर।
4. शासन उप सचिव, शिक्षा (ग्रुप-2) विभाग, शासन सचिवालय, जयपुर।
5. नियंत्रक वित्त, रामाशिप, जयपुर।
6. अधीक्षण अभियंता, सिविल शाखा, रामाशिप, जयपुर।
7. उपायुक्त-पीपीपी, रामाशिप., जयपुर।
8. श्री मदन लाल शर्मा, सेवानिवृत्त लेखाधिकारी, जयपुर।
9. उप निदेशक, पीपीपी, रामाशिप, जयपुर।
10. रक्षित पत्रावली।



अतिरिक्त राज्य परियोजना निदेशक