

Expression of Interest

District Education Officer Raipur, C.G. invites application to develop an online admission and tracking system of the students under RTE 12(1)(c) through the Firms working in this field.

The application form can be collected from the office of the DEO RAIPUR from **17-11-2016** to **14-12-2016** in the working hours. The filled up Application Form must be submitted in the office by **15-12-2016** and before **5:00pm**

Form can be downloaded or seen in our website : **www.deoraipur.in**

**District Education Officer
Raipur, C.G.**

Corrigendum

Expression of Interest

The expression of Interest RTE 12 (1) C published in the newspaper has been revised. The interested firms are requested to see or download, the details on the website. **www.deoraipur.in** The date and time of submission of the proposal will be the same as published earlier.

**DISTRICT EDUCATION OFFICER
RAIPUR C.G.**

CLAUSE 1

- 1.1 The Firm interested in the Project must submit the filled up form in the office of District Education Office Raipur during working hours.
 - 1.2 Only the firms working in the field of Education on RTE Act can apply for this project.
 - 1.3 The Purpose of this project is to ensure the effective implementation of the RTE 12(1)(c)
 - 1.4 The firm has to develop an online admission system of the target group under RTE 12(1)(c)
 - 1.5 The firm has to employ its own computers, net and other office assistants for the project. No assistance will be provided by the DEO RAIPUR
 - 1.6 Once the proposal by the firm is accepted the agreement between the firm and DEO RAIPUR will be signed.
 - 1.7 All the Project will be done as per the rules and regulations mentioned in the EOI documents. Both the parties are bound to follow the rules/condition is the agreement.
 - 1.8 The interested firms will have to present their project proposals before the selection committee on 14 Dec 2016 by 12:00pm the proposal will be scrutinized by the committee as per the needs of the project and then the firms selected by committee will be allowed to quote the rate.
 - 1.9 The EOI shall be submitted in the three envelopes as below.
 - a) Envelop A contains (1) the copy of the prescribed form of EOI duly signed by the firm.& sealed.
2 Experience certificate.
 - b) Envelop B 1 The complete proposal mentioning the procedure to fulfill the objectives of the project duly signed by the firm.& sealed.
 - c) Envelop C Only the cost of the project in INR. signed & sealed by the firm.
- Note:- The above envelopes must be kept in one envelop duly sealed and super scribed with the name on the top of each envelopes.**
- 1.10 **Selection Process:-** On the date of opening only the envelop A & B will be opened. The Technical details will be scrutinized , based on the purpose as well as the experience of the bidder. The selection committee will decide the qualifying criteria. The financial proposal of only those bidders shall be opened who are found competent to execute the project. In this the committee's decision shall be final and binding.

CLAUSE 2

PURPOSE OF THE PROJECT

- 2.1 The object of this Project is to ensure effective implementation of Section 12(1)(c) of Right to Education Act. Each Party shall act bonafide in fulfilling its obligations under this Project and cooperate with each other to the fullest extent to give effect to the sad objective.
- 2.2 The Firm will organise an enrolment campaign by means of its partnership with colleges, schools and other NGOs to ensure 80% fill rate under Section 12(1)(c) of Right to Education Act. The Firm will support NIC in instituting an MIS that uses Centralised Lottery for admission and grievances under the provision for 2017-18 academic year.
- 2.3 This is a pilot project under PPP mode. The selected bidder/firm has to invest 50% cost of this project. The rest 50% cost shall be paid by the DEO RAIPUR in chunks, as the process goes on.
- 2.4 This Project will be valid for one year from the date of signing and may be extended by further period as may be agreed by both parties in writing.

CLAUSE 3

RESPONSIBILITIES

- 3.1 To affect this Project and to achieve the stated goals, Firm commits to:
 - a) Supporting DEO RAIPUR instituting a MIS that employs Centralised Lottery System for admission and resolves grievances filed under Section 12(1)(c) of Rights to Education Act for Raipur District.
 - b) Instituting a helpline to record, Track and escalate to appropriate authorities the grievances of the eligible families.
 - c) Organising an enrolment campaign to ensure adequate awareness amongst the eligible families and to achieve fill rate of at least 80% for the 2017-18 academic year for admissions under Section 12(1)(c) of Right to Education Act.
 - d) Supporting DEO RAIPUR or any other Government body in making Section 12(1)(c) of Right to Education Act regulatory design more transparent and friendly for all stakeholders.
 - e) Recruiting its core team on its own
 - f) Conducting training and capacity building sessions for government officials and Principals about Section 12(1)(c) of Right to Education Act.

- g) Obligation of providing any information in the format that DEO RAIPUR demands from time to time.
- h) Raising half of the fund required to affect this project from its own resources.
- i) Abiding by all the laws, by-laws and the regulations and not violate any laws of the municipal corporation of municipality, as the case may be, or stare. It will not violate any civil rights protection, including discrimination on the basis of socio-economic, gender, religion, caste and sexuality status. The Firm will sign an undertaking to this effect.

3.2 To affect this Project and to achieve the stated goals DEO RAIPUR commits to:

- a) Coordinating with education department or appropriate authorities in the government for permission and subsequent change in rules to launch a pilot in Raipur District to use MIS that employs Centralised Lottery for admissions under Section 12(1)(c) of Right to Education Act.
- b) Providing Firm and its employees an adequate office space at a strategic location to operate from as well as space for conducting training session of its volunteers. Firm however, will submit an undertaking stating the spaces won't be used for commercial or purposes not agreed to in this agreement.
- c) Providing half of the cost of the project.
- d) Constituting a team of professional programmers from NIC or any other state agency or corporate to institute MIS that employs Centralised Lottery System for admission and resolves grievances filed under Section 12(1)(c) of Right to Education Act for Raipur District.
- e) Organising conference inviting private school Principals and NGOs about Section 12(1)(c) of Right to Education Act.
- f) Setting up a Project Management Unit headed by Chief Executive Officer, Raipur Zila Panchayat Comprising of District Education Officer, Successful Firm, and representative of task force that is instituting MIS which will meet at least once a month to review the progress of implementation of the said provision.
- g) Promptly assisting the successful Firm in obtaining such other government, statutory or regulatory consents, approvals, permission of no-objections as may be required by it to effectively consummate the Project and performs its obligations herein.
- h) Issuing certificates to volunteers who assist in the project.

3.3 Both parties commit to

- a) Undertaking to build a coalition of NGOs, schools and individuals to this effect.

- b) Share information, reports and data with each other pro-actively.
- c) Meet for performance review from time to time.

CLAUSE 4

WARRANTIES

4.1 Each of the Parties hereby warrants and represents to the other that:-

- a) It is entitled to enter into this Agreement and has obtained all necessary approvals and consents, whether statutory or otherwise, which are necessary for the execution of this Agreement and the consummation of the transaction contemplated herein;
- b) It has no outstanding commitments or obligations which would materially impede its ability to enter into this Project or any other Project relating to or in connection with the subject matter of this Task and to fulfil its obligations hereunder;
- c) It has obtained all necessary approvals internally and taken all necessary action (including but not limited to obtaining the approval from its board of directors and/or its shareholders or standing committee as the case may be) for the execution, delivery and performance of the Agreements and that such resolutions or authorisations are in force and have not been superseded; and
- d) There are no exclusionary, restrictive or non-competition task or any task with other third parties which may restrict or have a materially adverse effect on its ability to enter into this Agreement and to fulfil its obligations hereunder.

CLAUSE 5

TERMINATION

- 5.1 The Agreement for the Project shall be initially valid for a period of 1 year ("Term") on the expiry of which this Agreement may be renewed by the Parties for such further period as may be agreed in writing. During the Term of this Agreement or any renewed term, neither Party shall be entitled to terminate the same except in accordance with Clause 5.2. The aggrieved party, however, will request a meeting with the other party apprising it of its concern.
- 5.2 The Agreement for the Project shall expire on the happening of any one of the following events:
 - (a) In the events that successful Firm is unable to raise sufficient funding and/or if the Firm finds cooperation from District Education Officer Raipur minimal or non-

existent. The Firm has an obligation to raise their concern regarding this in writing allowing the DEO Raipur a reasonable time period to redress the concern. On non-redressal, It may terminate the Agreement by giving 30 days' notice in writing.

CLAUSE 6

NOTICES

All notices, requisitions to be sent to District Education Officer Raipur or the Successful Firm shall be deemed to have been validly sent if the same are sent to the following addresses by hand delivery or by registered/speed post acknowledgement due or email that is acknowledged by other party.

CLAUSE 11

FORCE MAJEURE

Notwithstanding anything contained herein, the Parties shall not be responsible for any breach or non-performance or delay in performance of any or the terms and conditions of this Project if such breach or non-performance of delay in performance is occasioned by reasons or circumstances beyond the control of the Parties.

CLAUSE 14

SEVERABILITY

If any portion of this Project shall be declared illegal or unenforceable in any respect, then the remainder of the Agreement, or the Application of such portion or provision in circumstances other than those in which it is so declared illegal or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforceable to the fullest extent permitted by law.

CLAUSE 15

JURISDICTION

The Agreement shall be governed by and construed under Indian laws, and within the jurisdiction of Raipur District, Chhattisgarh.

CLAUSE 16

MISCELLANEOUS

- 16.1 The Agreement incorporates the final understanding between the successful firm and DEO Raipur.
- 16.2 The Agreement shall not be altered by any of the Parties except in writing by consent of all the Parties.
- 16.3 Each Party represents and warrants to the other Party that it has every legal right to enter into this Agreement and to perform as herein stated.
- 16.4 The Agreements shall not be varied, except in writing signed by duly authorised signatories of each of the Parties.
- 16.5 In the event that any one (1) of more of the provisions contained in the Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provision contained herein shall not in any way be affected or impaired.

Application Form RTE 12(1)(c) 'Project'
Developing Online Admission and Tracking System of the Students

1. Name of the Organization

2. Postal Address of the Organization

3. Phone/Fax/E-mail/No.

4. Owner of the Organization

5. PAN/TIN No. of the Organization

6. Experience in the field _____ (attach the Certificate)

7. Registration in any other department please mention.

8. Attach your Project Proposals in brief.

9. If you have office at CG give the details

"Declaration"

I/We hereby declare that I/We have read all the rules and regulation of the Projects. I/We agree to do the Project as well as follow the rules and regulations. The facts given in the application form is true to my/our knowledge. In case there is any misinformation I/We will be responsible for them.

I/We promises that I/We in no way withdraw or leave the project incomplete in case this happens no payment will be made by the DEO Raipur and My/Our firm will be Black listed.

Date :

Place :

Signature of the
(Authorised Signatory with Stamp)