

**EXPRESSION OF INTEREST FOR TRANSFER OF MANAGEMENT OF SCHOOL IN BHEL TOWNSHIP
JHANSI ALONGWITH ITS STAFF ON CONCESSIONAIRE (LICENSE) AGREEMENT BASIS.**

EOI Ref No – BHEL/JHS/EST/EOI-BSN/2022/01. EOI Date 16.11.2022

BHEL- Jhansi is seeking established professional organizations for running of its Bhel Shiksha Niketan (BSN) School on concessionaire/license agreement basis.

1. Overview of BHEL

BHEL is India's largest engineering and manufacturing enterprise in the energy and infrastructure sector. Established in 1964, we are a leading power equipment manufacturer globally and one of the earliest and leading contributors towards building an Aatmanirbhar Bharat. We serve our customers with a comprehensive portfolio of products, systems and services in the areas of power-thermal, hydro, gas, nuclear & solar PV; transmission; transportation; defense & aerospace; oil & gas and new areas like BESS and EV chargers. Company's pan-India presence includes a network of 16 manufacturing facilities, 2 repair units, 4 regional offices, 8 service centres, 3 active joint ventures, 15 regional marketing centres, 3 overseas offices and current project execution at more than 150 project sites across India and abroad. BHEL manufactures a wide range of high quality & reliable products adhering to national and international standards.

2. About the Jhansi Unit



Jhansi Unit is located at around 14 km from the Jhansi city on the NH-26 on Jhansi Lalitpur road. It was set up in 1974 to cater to the growing Transformer and Locomotive business. The unit is certified with ISO 9001 for design, manufacturing, servicing & commissioning of its products, ISO 14001 for conformance to environment management, OHSAS 18001 for conformance to occupational health & safety management systems and ISMS 27001 for information security management system.

3. BHEL Education Society:

BHEL Education Society is a Registered Society under the Companies Act 2013, which looks after the day to day running and management of the BHEL Shiksha Niketan (BSN) School located in BHEL Township Jhansi. The management control of BHEL Education society currently rests with BHEL Jhansi.

4 Overview of BSN School:

BHEL Shiksha Niketan (BSN) School is serving the Society by imparting a quality education to its students since 1977. BSN is affiliated to CBSE New Delhi. At present, the School has 283 students as on September 13, 2022. Some of the achievement of the students of BSN: (a) A highest percent of 95.4% & 93.33% scored in class X & XII respectively; (b) More than 71% & 73% of the students of class X & XII scored I division; (c) A student of Class IX has won a 3rd award in the UP Rajya Kala Utsav (Music) State -level Competition under IX-X group. BSN is supported by a competent & experienced teaching staff of 23 teachers. The retirement profile of the teachers is as below:

	2022-23	2023-24	2024-25	2025-26	2026 and beyond
NO. AVAILABLE	23	19	15	15	12
NO. OF RETIREMENTS	4	4	0	3	12

The campus BSN School is spread in a sprawling area of 54,000 sq. mtr. (approx. 13.34 acres) of land in which 45100 sq. mtr. is open land and 8900 sq. mtr. is built up area. The School building is a 2 story building which has 36 class rooms, 1 auditorium, 5 Science laboratories, 8 toilets, 1 library (approx. 6650 books) and a number of rooms as stipulated in-line with CBSE norms (refer annexure 9 for the School layout).

4.0 Issue of Expression of Interest (EOI) document & tender of BSN School:

Bharat Heavy Electricals Limited Jhansi invites Confidential and Non Binding Expression of Interest from professional bodies / organizations who are interested in taking over the management of the BHEL Education Society and also the operation of the above mentioned school on as-is basis i.e along with the responsibility of teachers, non teaching staff , students and all the academic record and documents of the school. BHEL Jhansi upon successful completion of the management transfer deal shall submit an application to CBSE to transfer management of school from BES to the successful professional body in line with provisions of Clause 15.2 of CBSE byelaws wherever applicable. Once the request has been approved, BHEL shall sign license agreement with the successful professional body and hand over the building, assets etc to the professional body / organization to run the school for a mutually agreed period. BHEL envisages the minimum License period as 5 years. However, offers of bidders will be evaluated and consideration given for overall duration of license requested. The license agreement can be extended for a period of upto 5 years for a maximum 5 times or as per BHEL management's approval. During every extension license fee to be paid by the professional body to BHEL shall be negotiated subject to a minimum increase of 5% per annum (25 % at the end of 5 years). However BHEL reserves the right to not extend the license agreement and in the event of BHEL management not wishing to renew the license, the licensee shall be required to vacate the school building and BHEL land within 6 months of expiry of license period.

The school premises in BHEL, Township will be used for running school on Concessionaire/License Agreement basis on "as is where is basis". EOI document can be obtained through email from the office of Estate Officer, BHEL, Jhansi free of cost by sending a mail to vikas.bhatt@bhel.in or rohith.srivastava@bhel.in. EOI Document

can also be downloaded from our website. www.bhel.com & www.jhs.bhel.com. The last date of submitting request for EOI document through mail or downloading from website is 09-12-2022 till 13:15 hrs. The premises of BSN School could be visited between 10:00 Hrs. to 12:00 Hrs. on all working days (except Sunday/Public Holiday) by giving minimum 2 days prior notice to the email ids mentioned above.

EOI document duly completed in all respect can be sent to Estate Office, BHEL, Jhansi up to 1315 Hrs. on or before 09-12-2022. The same can be submitted by registered post to undersigned to reach up to 1315 Hrs. on or before 09-12-2022. Tender shall be opened at Estate Office, BHEL, Jhansi at 16:15 Hrs. on the same day.

BHEL shall invite the all interested professional bodies for a meeting to record their feedback on the EOI and based on the discussions, the final tender document for inviting competitive bids for quoting license fee for school building and land as one package will be floated.

For & On Behalf of BHARAT HEAVY ELECTRICALS LIMITED

Annexure -1

Procedure for submitting Expression of Interest:

The Expression of Interest should be submitted in one sealed cover super scribing EOI No. BHEL/JHS/EST/EOI-BSN/2022/01_dated 09-11-2022, containing two separate sealed envelopes as per following:

1. **Envelope No. 1:** should be super scribed "**Basic Details / Credentials**" containing all pages of Expression of Interest documents duly signed and Stamped on each page in the format as Annexure 1, 2, 3, 4, 6, 7, & 8
2. **Envelope No. 2:** This will be super scribed "**Tentative Offer**" and shall contain the offered takeover model with an indicative range for rate of Monthly license concession fee in the format as Annexure 5.
3. On the given date and time, only the Envelope 1 will be opened. The Envelope 2 will be kept sealed and opened only in the presence of the respective bidder or after receiving their written confirmation on opening the same.
4. Expression of Interest offers received late or incomplete are liable to be rejected. BHEL will not be responsible for any loss due to late receipt or non-receipt of any offer by post. BHEL reserves the right to accept or reject any or all the offers without assigning any reason thereof.
5. The offer must be kept valid for a period of 180 days from the date of opening of 1st bid (Envelope 1).

Annexure -2

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Part -1: SCOPE OF WORK

BHEL Jhansi shall transfer the management of the school which is presently being run by the BHEL Education Society to the successful professional agency. Upon signing of the management transfer agreement and award of license for a period of 5 years, the professional agency shall be responsible for the following

1. Operation of the school on day to day basis.
2. Collection of tuition fees / other dues from students.
3. Payment of salaries to teachers non-teaching staff.
4. Recruitment of teachers / non teaching staff wherever required and removal from service of such staff who are found to be not suitable as decided by the agency.
5. Maintaining affiliation with the concerned board (CBSE) or seeking new affiliation with any other board while ensuring that students who are enrolled in Board Classes are given suitable alternative to migrate / continue so that there is no loss to students.
6. Taking over the academic record maintained in the school and verifying that all the record is found intact. Ensuring that academic records are kept safely and maintained as per affiliated Board / Government's guidelines.

ADDITIONAL SCOPE

1. The professional agency may offer its facilities to the immediate neighborhood and develop independent strategy to meet this goal. For example, the school may offer its sports facilities to neighborhood students on membership basis, run an evening school, offer its ICT content in the evening, or create a local sports club, etc. However in all cases BHEL Estate and Security must be kept informed and permission sought in advance. BHEL management may deny permission for any activity if it results in disruption of Township Security or causes discomfort to BHEL employees or Township residents
2. Similarly, the professional agency may run special classes, sports coaching classes, coaching classes, vocational classes beyond school timings, within the licenses premises, directly or as franchisee of other agencies. However, the professional agency shall have to obtain necessary licenses and meet all legal and statutory requirements in this regard.
3. Based on needs of the area, individual school can also have sections for good quality crèches, nursery and play schools, finishing schools, etc. Such facilities can be run by the same or another specialized managing partner.

Part 2: Details of school with existing infrastructure & facilities

Schools 1: Place: School Building (BHEL Shiksha Niketan) located at BHEL Township Khailar Jhansi (UP)

S.No.	Particular	Details	Remarks
1.	Total Land Area (Sq. Mtr.)	54000	
2.	Total Built-Up Area (Sq. Mtr.)	8900	

Note: 1. The professional management agency may visit the schools to gather first-hand information on existing infrastructure.

Part 3: Details of staff

No. of TGT	No of PGT	No of PGT / In-charge Principal	No of UDC & AOS	Other Teachers (Non standard designation)	TOTAL Staff
18	1	1	2	1 (Chemistry)	23

Part 4: Details of students

S NO	Class	No of Students
1	V	16
2	VI	6
3	VII	25
4	VIII	30
5	IX	49
6	X	51
7	XI	41
8	XII	65
	TOTAL	283

Part 5: Staff wage structure

Designation	Number	Basic	GP	Other Allowances + Statutory dues	TOTAL Monthly pay
PGT / In-charge Principal	1	26550	4800	80830	112180
PGT	1	25490	4800	77696	107986
TGT	18	19120-21470	4600	65000 (approx.)	1610294
Non standard	1	16340	4600	54461	75401
AOS	1	15070	4200	49299	68569
UDC	1	11740	2400	37563	51703
				TOTAL	2026133

Part 6: Students fee structure

CLASSES	MONTHLY FEES (Rs)
IV- V	1235/-
VI-VIII	1390/-
IX-X	1690/-
XI-XII	2000/-

Annexure-3

DRAFT TERMS & CONDITIONS FOR USE OF SCHOOL PREMISES IN BHEL TOWNSHIP FOR RUNNING SCHOOL ON CONCESSIONAIRE/LICENSE AGREEMENT BASIS.

1. School Premises will be used for running school in BHEL Township on concessionaire (License) agreement basis on **as is where is basis**. However, before bidding, the bidder can undertake visit/inspection of the school premises.
2. In order to ensure long-term sustainability of the schools, every school shall be required to fully recover recurring cost by way of fees from students.
3. Each school run by the professional agency in BHEL Township shall have to participate under CBSE School Quality Assessment & Accreditation (CBSE SQAA) on annual basis and submit its assessment to BHEL every year. (Applicable in case of CBSE affiliation only).
4. The professional agency may however run special classes, sports coaching classes, coaching classes, vocational classes beyond school timings, out of the licensed premises, directly or as franchisee of other agencies. However, the professional agency shall have to obtain necessary licenses and meet all legal and statutory requirements in this regards.
5. The concessionaire/license agreement will be for initially for 5 years and can be terminated at any time at the instance of either party by giving six months' notice. However, termination will be effective from closing of academic session following the completion of six months' notice period. The concessionaire/license agreement can be extended further on mutual consent of both the parties however only in case of unforeseen exigencies. The agreement is extendable for further period of 5 years on mutual agreement. Total number of such extensions can be maximum 5. Beyond this, fresh tendering / EOI will be floated by BHEL management.
6. During every extension license fee to be paid by the professional body to BHEL shall be negotiated subject to a minimum increase of 5% per annum (25 % at the end of 5 years).
7. The professional agency shall obtain prior permission of the BHEL Jhansi Estate Department before carrying out any construction of structure of permanent nature/shed in the licensed premises. For such construction of additional building (having covered roof) BHEL reserves the right to impose additional license fee effective from the date of completion of structure.

No depreciation cost will be paid/adjusted by BHEL against the constructed building/structure at any point of time. No such claim will be entertained by BHEL.
8. The Reserve Monthly license fee: The reserve license fee is Rs. 1 per square mtr both for open land and covered (Floor) area per month.
9. Initial lump sum interest free security deposit: Initial lump sum interest free security deposit (Onetime payment) will be made by the successful bidder and shall be equal to 1 year's license fee as finalized after tender process. The SD should be deposited within 15 days of issue of LOI/WO and before the execution of License Agreement.

The SD amount is refundable only after the vacant possession of Land and building is handed over to BHEL.
10. Alternatively Bank Guarantee from any Nationalized/Scheduled Bank can also be submitted with validity upto the license period with further claim period of six months. Upon extension of license period or imposition of additional license fee during the license period, the Bank Guarantee will have

to be renewed on the basis of additional license fee (finalized during negotiations). In case of breach of agreement by the Party, Security Deposit will be forfeited/Bank Guarantee will be encashed.

11. Electricity shall be provided at rates applicable from time to time as per State Power Corporation and as per rules of BHEL. However, the concessionaire/license will be required to deposit ad-hoc electricity charges Rs. 15000/- the time of possession.
12. The licensee/concessionaire will pay water charges as per rate of Municipal Corporation of Jhansi/BHEL. However, the concessionaire/license will be required to deposit an ad-hoc water charges of Rs. 5000/- at the time of possession.
13. The Concessionaire/licensee will deposit monthly license fee/ concession fee along with water, electricity charges by 24th of every month. In case of default, penal interest @ PLR +6% shall be charged.
14. Other service charges for various infrastructural facilities and services: The other service charges for the various civic amenities like roads and sewerage etc. will be recovered on the actual basis to be fixed by the Head of the Unit concerned.
15. It shall be the responsibility of the licensee/concessionaire to implement and observe all statutory laws governing functioning of the school and its employees. All statutory Taxes/Duties/Fee etc. as applicable will be borne by successful Party. The licensee/concessionaire shall be responsible to meet all obligations under RTE Act/Centre/State Govt. and get reimbursement of cost incurred if any, towards its obligation under RTE from State Govt.
16. The licensee/concessionaire shall not carry on any Trade, Business or any other activity except to use the school premises for running special classes, sports coaching classes, coaching classes, vocational classes beyond school timings.
17. The licensee/concessionaire shall not assign its rights to use school premises to any person under any circumstance by any mode of assignment. In case of violation, licensee/concessioner will be barred from using the school premises from the date of such notice and Concessioner/license agreement shall deemed as terminated. In such case concessionaire/licensee will remove its furniture etc. immediately. Right to use school premises to be given to concessionaire/licensee is non-inheritable and shall come into end automatically on charge of constitution of the concessionaire/licensee due to any reason.
18. The successful Party shall submit **Indemnity Bond** for rightful/safe use and avoid loss to the building. The licensee/concessionaire shall be barred from using school premises on expiry of agreed period or early determination. For unauthorized occupation of school premises, the concessionaire/licensee shall be liable to pay special concession/license fee equivalent to four times of agreed concession/license fee. Simultaneously, appropriate action will also be initiated against the licensee/concessionaire to avail the remedies available under law.
19. BHEL will not be held responsible in case of any mishappening/loss within the licensed premises or area/activity of control of licensee. It is the sole responsibility of licensee to settle any loss/damage/claims arises due to above.
20. In case of any loss/damage to the property of BHEL, the same will be made good by the licensee/concessionaire or the amount of loss/damage will be recovered from the Security Deposit/by encashing Bank Guarantee. The amount of Bank Guarantee shall again be got recouped to the extent of such encashment/loss/damage.

21. During License period, licensee/concessionaire shall be responsible for upkeep and maintenance of building, gardens, playground, painting and whitewashing and no structural changes, necessary for appropriate use of school premises will be made without the prior explicit and specific approval of BHEL in writing.
22. School Authorities will be free to employ qualified Teachers as per norms of Board affiliated to.
23. BHEL may provide housing accommodation to school staff, on request, on Fair Rental Value or as per prevailing Company Policy, if available. Electricity and water charges shall be recoverable as per Company's policy prevailing from time to time. Depending upon availability of company quarters after meeting requirement of serving employees.
24. Legal possession of school premises shall remain with BHEL and during license/concession period BHEL's authorized representative may upon inspection, point out the defect, if any, to the concessionaire/licensee and licensee shall be required to rectify the defects pointed out. Further concessionaire/licensee shall have no right, title, or interest in School premises or land attached thereto.
25. Bidder has to produce a self-certification on antecedents of bidder. Since verification of antecedents from Police is many a times a cumbersome process, an affidavit from the concerned before the allotment is mandatory. The details of allottee will forwarded to the Police for verification and in case the affirmation of the allottee is found false at a later stage, immediate action would be taken for eviction and allotment would be terminated.
26. That licensee/concessionaire shall execute concessionaire (license) Agreement with BHEL and shall get same registered with Appropriate Authorities as per terms and conditions set forth by BHEL and whatsoever charges in this regard including registration fee & duty will be borne & paid by the concessionaire/licensee.
27. Except where otherwise provided in the agreement all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either Party to the contract be referred to the arbitration. The Arbitration & Conciliation Act, 1996 or any statutory modification or-enactment thereof and the rules made there under shall govern the Arbitration proceedings. The Head of Unit shall nominate Sole Arbitrator for adjudication of the disputes.
28. "The parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with constructions, meaning, operation, effect, interpretation or breach of the agreement, Contract or Memorandum of Understanding (delete whichever is inapplicable) , which the Parties are unable to settle mutually, arise inter-se the parties, the same may, be referred by either party to Conciliation to be conducted through independent Experts Committee to be appointed by competent authority of BHEL from the BHEL panel of Conciliators."
29. Name of School will be finalized with the consent of BHEL. Use of BHEL monogram, symbol or any copyright / trademark of BHEL or images / photographs of its employees / products / facilities must not be made without the explicit written approval of BHEL.
30. If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceeding from

where his predecessor left or at any such stage he may deem fit. It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate as applicable to BHEL on the date of award of contract.

31. Jurisdiction: Notwithstanding any other court or court having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Jhansi (where this contract has been signed on behalf of the owner) and only the said courts shall have jurisdiction to entertain and try such action(s) and / or proceeding(s) to the exclusion of all other courts.
32. Bidder will Sign the Integrity Pact as per Enclosed Annexure 11. Which is an integral part of the EOI document, failing which the party/bidder will stand disqualified from the EOI process and the bid of the bidder would be rejected. Details regarding integrity pact can be viewed on our website www.bhel.com.

Annexure – 4

Details and Credentials of professional Agency:

Sl. No.	Particulars	Details
1.	Name and Address of the Professional Agency	
2.	Name and Designation of authorized signatory	
3.	Mobile number , email id for communication	
4.	PAN CARD No.	
5.	GST No. as applicable	

Details of Society Registration and Experience in the academic field

Sl. No.	Credential / Particulars	Documentary Evidence
1.	Valid registration under Society Registration Act/India Trust Act or other relevant statute for running of education institute/school.	Valid Registration Certificate.
2.	Experience of running school – please indicate the name of school, address, no of students, board affiliated to and no of years of operation	License/Permission letter from concern Board

BHEL may also seek any other specific documentary evidence during evaluation of offer.

DECLARATION

This is to certify that the data/information submitted in the application and its enclosures are true to the best of my knowledge. I understand that BHEL reserves the right to verify any/all credentials as submitted against this Expression of Interest (Eoi). In case any information/document is found to be incorrect at any stage then BHEL will reserve the right to reject the application/Eoi hereby submitted.

Name of the applicant

Signature

Date:

Place:

Annexure – 5

Price Bid Format (To be opened in presence of applicant as per EOI Annexure 1 Clause 3)

Name and Address of the Applicant: _____

I / We wish to quote the following model for taking over the management of the school – BHEL Shiksha Niketan, situated at BHEL Township Jhansi

1. School Building with all existing furniture, books, equipment -----(Y / N)
2. Land as bounded by the school boundary wall ----- (Y / N)
3. All students presently studying in the school ----- (Y / N)
4. Absorb all teachers presently employed by BES at their current salary level----- (Y / N)

If answer to any of the questions above in No, please also specify the offered model.

Number of years for which License is sought

SI.No.	Particulars	Offered price in Rs
01	Indicative Monthly License Fees GST @ 18% will be additional as applicable.	
02	Security Deposit	

Electricity charges, water charges and cleaning charges will be as per actuals at rates as fixed from time to time. The license fee shall remain fixed for the initial period of 5 years. Upon extension of license agreement license fee will be renegotiated. However minimum increase @ 5% per year (25 % after 5 years) will be mandatorily effected by BHEL.

Any other remark by the agency on price.....

Signature & Seal of Institution/Professional Agency

AFFIDAVIT

(On Non-judicial Stamp Paper duly attested by notary)

I _____ S/O Sh. _____ in the capacity of _____
M/s. _____ do hereby declare as under:-

- a) That no other Firm/Sister concern/associate belonging to the same group is participating/submitting in this offer.
- b) That the bidder, their associates, sister concern etc. have not been black listed by any Institutional agency/Govt. Department/Public Sector Undertaking in the last two years.
- c) It is certified that I, the undersigned do not have direct relationship* with any of the employees working in BHEL in case of concealment of any fact, if detected later on, we may be blacklisted.
- d) It is declared that there is no criminal case/hearing in any court of law is pending against me.

The above statement is true and is submitted against the Eol No. _____ dated _____ of HR Department, BHEL, Jhansi for use of school premises in BHEL Township, Jhansi for running school on concessionaire/license agreement basis.

Date:

Authorized Signatory,

Name _____

Designation _____

Address _____

Contact No. _____

E-mail ID _____

(Stamp of Organization)

*Direct relationship: Mother/Father/Spouse/children as per law.

Annexure-7

To

Sr Engineer Estate,
BHEL Township,
Jhansi
U.P. -284120

Sir,

I/We hereby submit Offer for agreeing to take over operation of the school BHEL Shiksha Niketan located in BHEL Township, Jhansi for running school on Concessionaire/license Agreement basis as per Eol no. **BHEL/JHS/EST/EOI-BSN/2022/01** separately signed and accepted by me/us.

The following documents are enclosed

1.

Dated the _____ day of _____.

Authorized Signature of Party

With the seal of the Firm

Address: _____

Annexure-8

DECLARATION

We will submit Indemnity Bond for rightful/safe use and avoid loss to the building.

That the Concessionaire/license Agreement, to be entered into by and between the parties hereto, shall be got registered with Appropriate Authorities as per terms and conditions set forth by BHEL, Jhansi and whatsoever charges in this regard including registration fee & Stamp Duty will be borne & paid by us.

Authorized Signature,

Name _____

Designation _____

Address _____

Contact No. _____

E-mail ID _____

(Stamp of Organization)



