



# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

## Notice Inviting Tender (NIT)

Sl. No.	Particulars	DETAILS
1	Tender for	Allotment of Vacant Classes of Kendriya Vidyalaya Building of BHEL FSIP Jagdishpur Township on License basis
2	Eligibility/ Prequalifying criteria of professional Agency	<u>Annexure-3</u>
3	Period of Licence Agreement	<b>For 30 Years</b>
4	NIT documents can be downloaded from <a href="https://www.bhel.com/tenders">https://www.bhel.com/tenders</a>	<b>From 13 July 2022 at 16:30 hrs</b> <b>Up to 27 July 2022 at 12:00 hrs</b>
5	Last date & time of receipt of the Tender	<b>Date 27 July 2022 up to 12:00 hrs</b>
6	Date & time of opening of Technical Bid.	<b>Date 27 July 2020 at 13:00 hrs</b>
7	Mode of Tendering	Techno-commercial offer will be submitted through email <a href="mailto:tenderip@bhel.in">tenderip@bhel.in</a> and Price bid will be submitted through email <a href="mailto:pricebidip@bhel.in">pricebidip@bhel.in</a>
8	EMD (Earnest Money Deposit)	<b>Rs. 765/- (Rs. Seven Hundred Sixty Five Only)</b>
9	Security Deposit (Refundable on completion of licence period)	<b>Rs. 1912/- (Rs. One Thousand Nine Hundred Twelve Only)*</b> <b>*To be revised as per acquired land area</b>
10	Minimum RLF (reserve licence fee) below which the tender shall not be accepted (Rs.) License fee shall be payable monthly in advance by licensee to BHEL	<b>Yearly minimum RLF per sq. meter (Rs.)</b> <b>Rs. 3.56/- (Rupees Three and Paise Fifty Six only)</b> <b>The license fee shall stand automatically revised after every 5 years @ 25% (with cumulative effect) on quoted monthly license fee</b> <b>G. S. T. (If applicable) shall be paid by the agency to BHEL Jhansi as per rates declared by government from time to time.</b>
11	Cost of Tender Document	<b>NIL</b>
12	Validity of Offer	180 Days
13	Contact Person:	Name: Akhilesh Kumar Designation: Manager (HR) Email: <a href="mailto:akhilesh.kr@bhel.in">akhilesh.kr@bhel.in</a> PH: 05361- 267223 Mobile No. : 9453025488



**Annexure 1**

**Scope of Work**

The professional agency shall have to manage the class 1 of the school with infrastructure and facilities of the same standard as in a Kendriya Vidyalaya or better than that and with rigorous stipulations for pupil-teacher ratio, holistic educational environment, co-curricular activities, appropriate curriculum and emphasis on output and outcome. Some of the key features of the expected standard of education in these schools is -

- 1) Affiliation of schools shall be by CBSE/ICSE/UP Board.
- 2) Professional agency shall adhere to the medium of instruction, curriculum and pupil teacher ratio requirement of the concerned Board.
- 3) The agency can offer its facilities to the immediate neighbourhood and develop independent strategy to meet its goal. For example, agency can decide to offer its sports facilities to neighbourhood students on membership basis etc.
- 4) Progressively as classes will be vacated by KV in next coming year the agency will acquire the class and accordingly licence fees will be increased based on the acquired area and collectorate ate rate. The agency will manage the classes as vacated by Kendriya Vidyalaya in the coming academic sessions.
- 5) For office purpose an 'A' type quarter nearby school building may be allotted to the agency if required during initial stage. After availability of office room in school building the office will be shifted accordingly.



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H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

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## Annexure 2

### Details of Vacant Classes of KV with existing infrastructure & facilities

Name : **Kendriya Vidyalaya Building BHEL Jagdishpur, Class 1**  
Location : **BHEL Township Industrial Area Jagdishpur, (U.P.)**  
State : **Uttar Pradesh - 227817**

Sl. No.	Particular	Details	Remarks	
1	Total Open and Play Ground Area (Sq. Mtr.)	14738	---	
2	Total Built-Up Area (Sq. Mtr.)	16737		
3	Total No. of Class rooms	28		
4	<b>Details of other facilities</b>			
	Office Room	04		
	Staff Room	02		
	Entry/Exit External gates	02		
	Bathrooms	Small size	04	
	Toilets		07	
	Store Room		01	
	Sports		Yes	Play Ground Exists

Note: Above are the facilities of existing school (Kendriya Vidyalaya) which is operational. Currently class 1 rooms of the school building is vacant and will be allotted to the agency for starting the class 1. Progressively as classes will be vacated by KV in next coming year the agency will acquire the class and accordingly licence fees will be increased based on the acquired area and collectorate ate rate. The agency will manage the classes as vacated by Kendriya Vidyalaya in the coming academic sessions.



**Prequalifying criteria of professional Agency**

The professional agency should necessarily meet following eligibility/ qualifying criteria:

- 1) Should have valid registration under Society Registration Act/ Indian Trust Act or other relevant statute for self or of the franchiser from whom affiliation/ franchise is proposed for running the education institute/ school.
- 2) Franchiser from whom affiliation/ franchise is proposed should have at least 10 years of experience in the operation of schools in India/Abroad.
- 3) Franchiser from whom affiliation/ franchise is proposed should have tie up with any government organization for school operation.
- 4) Franchiser from whom affiliation/ franchise is proposed should be Indian
- 5) Teachers should be trained and qualified as per norms of CBSE
- 6) Franchiser from whom affiliation/ franchise is proposed should have at least bank of 1000 Teachers
- 7) Franchiser from whom affiliation/ franchise is proposed should have experience in the teaching of English and Hindi languages
- 8) Franchiser from whom affiliation/ franchise is proposed should have experience of minimum 4000 No. of students in schools.
- 9) Franchiser from whom affiliation/ franchise is proposed should have at least 20 School within 100 Km of BHEL FSIP Jagdishpur

**Essential Documents Required:**

- 1) PAN number along with copy of PAN card
- 2) GST registration number along with certificate
- 3) Should submit details of EMD (Earnest Money Deposit) depositing documents along with technical bid

**NOTE:-**

The agency should submit the bid as per instructions given in NIT.

Price bids of applicants of NIT who satisfy eligibility / prequalifying criteria shall be opened.

Price Bid: Based on Quoted License Fee.

The \_\_\_\_\_

Professional Agency Quoting Highest License fee (H-1) shall be selected for running the school.



# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

Annexure-4

(Page 01 of 02)

**(To be filled by Bidder)**

**(TECHNICAL BID)**

1. **Name of Agency :** \_\_\_\_\_
2. **Name of Authorised Person :** \_\_\_\_\_
3. **E mail address :** \_\_\_\_\_
4. **Mobile Number :** \_\_\_\_\_
5. **Complete Address :** \_\_\_\_\_  
\_\_\_\_\_
6. PAN CARD No. \_\_\_\_\_  
(Attach copy of Pan Card)
7. GST number of agency \_\_\_\_\_  
(Attach copy of GST Registration Certificate)
8. EMD amount payment details \_\_\_\_\_  
\_\_\_\_\_  
(D.D. Number & Date)
9. Signature on all papers of tender document (Yes/No) \_\_\_\_\_

**Details of similar institute being run by professional agency.**

**Please provide the details in the following format for each school separately:**

1. Name of the institute with address :  
\_\_\_\_\_  
\_\_\_\_\_
2. Qualifications provided by Institute :  
\_\_\_\_\_
3. Registration number under Society Registration Act/ Indian Trust Act  
\_\_\_\_\_
4. Year Started : \_\_\_\_\_
5. Details of classes: \_\_\_\_\_
6. Year of affiliation to Approved Board : \_\_\_\_\_  
(Documentary evidence is required)
7. Student Strength : \_\_\_\_\_  
(Documentary evidence is required)
8. Academic Performance : \_\_\_\_\_  
\_\_\_\_\_

**Continued on page 02 -----**



**(To be filled by Bidder)**

**(TECHNICAL BID)**

**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 NIT. In case any information/ document is found to be incorrect then BHEL will reserve the right to reject the application hereby submitted.

Name of the applicant	Signature

Date : \_\_\_\_\_

Place : \_\_\_\_\_

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**NOTE:**

- 1. OFFER SHOULD BE SUBMITTED IN TWO PART BID (TECHNOCOMMERCIAL BID+PRICE BID). IN CASE THE BIDS ARE FOUND IN SINGLE PART BID THEN THE "BIDS" ARE LIABLE TO BE REJECTED.**
- 2. THE CONTRACTORS MAY PHYSICALLY VISIT THE SCHOOL BEFORE QUOTING THEIR RATES.**



# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

Annexure-5

**(To be filled by Bidder)**  
**(PRICE BID)**

1. Name of Agency : \_\_\_\_\_
2. Name of Authorised Person : \_\_\_\_\_
3. E- mail address : \_\_\_\_\_
4. Mobile Number : \_\_\_\_\_
5. Complete Address : \_\_\_\_\_

<b>Licence Fees (Per Year per Square Meter) Offered by Agency Payable To BHEL FSIP Jagdishpur Rs.:</b> <b>(Min Licence Fees will be Rs. 3.56/-per year per Sq. Meter)</b>	
Amount in Figures Rs.	
Amount in words Rs.	
The license fee shall stand automatically revised after every 5 years @ 25 % (with cumulative effect) on quoted monthly license fee	
Electricity / Water and other charges shall be paid by Agency as per rules in BHEL Township Jagdishpur (U. P.)	
G. S. T. (If applicable) shall be paid by the agency to BHEL FSIP Jagdishpur as per rates declared by government from time to time	

- THE WORK SHALL BE AWARDED ON THE BASIS OF HIGHEST (H-1) QUOTED LICENCE FEE.
- Bidders are advised to read carefully the terms and conditions of tender. In case of any query please contact estate department.
- Before quoting the licence fee please go through and understand the tender conditions.
- Bidders are advised to visit the school in BHEL Township Jagdishpur, before filling and submitting the tender.
- The agency shall pay monthly licence fee/electricity/water charges and other charges, as per bills without delay.
- The bidder who quotes Highest (H-1) rates and awarded the work shall have to deposit security deposit as per tender conditions.

\_\_\_\_\_  
Signature & Seal of Institution/ Professional Agency

**NOTE:**

1. OFFER SHOULD BE SUBMITTED IN TWO PART BID (TECHNOCOMMERCIAL BID+PRICE BID). IN CASE THE BIDS ARE FOUND IN SINGLE PART BID THEN THE "BIDS" ARE LIABLE TO BE REJECTED.



### **Special Terms & Conditions**

- 1) **The classes of School Premises will be used for running Class 1 in BHEL Township on Licence agreement basis on as is where basis is. Currently school is running by Kendriya Vidyalaya and Class 1 rooms are vacant. However, before bidding, the bidder can undertake visit/ inspection of the school premises with prior intimation.**
- 2) **Progressively as classes will be vacated by Kendriya Vidyalaya in coming years the agency will acquire the class and accordingly licence fees will be increased on prorata basis as per classes (Approximate area of one class is 45 Sq. Meter)**
- 3) **When whole school will be handed over to the agency the Licence fees will be calculated on total area of the school ( 31475 Sq. Meter)**
- 4) **The school fee will be decided with the mutual consent of BHEL and Agency.**
- 5) The professional agency should maintain teacher student ratio of 1:40
- 6) The concessionaire/ license agreement will be for **30 (thirty) 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 license Agreement can be extended further on mutual consent of both the parties however only in case of unforeseen exigencies. On termination for whatever reasons, the winning bidder shall not claim refund of expenses incurred by them towards Capital investment or accumulated operational cost for the school till the date of termination.
- 7) EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money. The EMD may be accepted only Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer. The EMD shall not carry any interest. EMD will be forfeited in case the Party withdraws offer or does not accept the LOI / Work Order or start using school premises for running school. EMD amount may be adjusted towards Security Deposit. EMD of unsuccessful bidder will be refunded after finalisation of license agreement.
- 8) The Reserve Monthly License (RLF) Fee will be as per NIT details.
- 9) **Firm license fee should be quoted by the bidder applicable for the first 5 years' period of the contract. The license fee shall stand automatically revised after every 5 years @ 25% (with cumulative effect) on quoted monthly license fee.**
- 10) The professional agency shall obtain prior permission of the BHEL before carrying out any construction of structure of permanent nature in the licensed premises.
- 11) On award of work the successful bidder shall have to deposit Initial lump sum interest free security deposit (one-time payment) in the form of Demand Draft or FDR on the name of agency and the same shall be pledged on the name of BHEL, FSIP Jagdishpur.



# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

Initial lump sum interest free security deposit (one-time payment) refundable only after the vacant possession of building is handed over to BHEL. Amount as per NIT conditions. As licence fees will be increased SD to be deposited in the start of financial year.

- 12) Alternatively Bank Guarantee from any Nationalized/Scheduled Bank can also be submitted with validity up to 30 years from the date of use of school premises on license agreement basis with further claim period of six months. In case of breach of agreement by the Party, Security Deposit will be forfeited/Bank Guarantee will be encashed. Additional bank guarantee will have to be submitted by the agency as per the increase of the licence fees.
- 13) The School Authorities will give priority to the wards of BHEL employees for admission.
- 14) Further, the school authorities shall consider recommendations of head of BHEL Jagdishpur favourably for admission of Non-BHEL Employee's wards in any class.
- 15) Electricity shall be provided at rates applicable in BHEL Township, changeable from time to time.
- 16) The licensee will pay water charges as per rates applicable in BHEL Township based on consumption (Changeable from time to time).
- 17) The licensee will deposit monthly license fee along with water & electricity charges regularly. In case of default, penal interest applicable in BHEL policy shall be charged.
- 18) It shall be the responsibility of the licensee 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 shall be responsible to meet all obligations under RTE Act / Central / State Govt. and get reimbursement of cost incurred, if any, towards its obligation under RTE from State Govt.
- 19) The licensee 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.
- 20) The licensee 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 will be barred from using the school premises from the date of such notice and license agreement shall deemed as terminated. In such case licensee will remove its furniture etc. immediately. Right to use school premises to be given to licensee is non-inheritable and shall come into end automatically on change of constitution of the licensee due to any reason.
- 21) The successful Party shall submit Indemnity Bond for rightful/ safe use and avoid loss to the building. The licensee shall be barred from using school premises on expiry of agreed period or early determination. For unauthorized occupation of school premises, the licensee shall be liable to pay



# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

special concession/ licensee fee equivalent to four times of agreed fee. Simultaneously appropriate action will also be initiated against the licensee to avail the remedies available under law.

- 22) In case of any loss/ damage to the property of BHEL, the same will be made good by the licensee/ or the amount of loss/ damage will be recovered from the Security Deposit / by en-cashing Bank Guarantee. The amount of Bank Guarantee shall again be got recouped to the extent of such encashment/ loss/damage.
- 23) During Licence period, licensee 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.
- 24) School Authorities will be free to employ qualified teachers as per norms of Board.
- 25) 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.
- 26) Legal possession of school premises shall remain with BHEL and during license period BHEL's authorized representative may upon inspection, point out the defect, if any, to the licensee and licensee shall be required to rectify the defects pointed out. Further licensee shall have no right, title or interest in School premises or land attached thereto.
- 27) Whenever BHEL celebrate National Functions such as Independence Day & Republic Day or any other official function, the licensee will organize cultural and other programmes, as desired by BHEL Management, for which necessary help/ assistance will be provided by BHEL.
- 28) That licensee shall execute 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 & Stamp Duty will be borne & paid by the licensee.
- 29) 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 re-enactment thereof and the rules made there under shall govern the Arbitration proceedings. The Head of Unit of BHEL Jagdishpur shall nominate Sole Arbitrator for adjudication of the disputes.
- 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 proceedings 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



# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

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 courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been 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 Amethi and only the said courts shall have jurisdiction to entertain and try any 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-7, which is an integral part of the NIT documents, failing which the Party /bidder will stand disqualified from the NIT process and the bid of the bidder would be rejected. Details regarding Integrity Pact can be viewed on our websites mentioned on Page-1.

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# Bharat Heavy Electricals Limited, FSIP Jagdishpur

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Date: 13.07.2022

Annexure-7

## AFFIDAVIT

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by notary)

I \_\_\_\_\_ S/O Shri \_\_\_\_\_ 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 bidders, their associates, sister concerns 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 relationship with any of the employees working in BHEL. In case of concealment of any fact, if detected later on, we may be blacklisted.

The above statement is true and is submitted against the NIT No. \_\_\_\_\_ dated \_\_\_\_\_ of Estate Office, BHEL FSIP Jagdishpur for use of school premises in BHEL Township, Jagdishpur for running school on license agreement basis.

Date:

Authorized Signatory,

Name:

Designation:

Address :

Contact No. \_\_\_\_\_

Email ID \_\_\_\_\_

(Stamp of Organization)

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# Bharat Heavy Electricals Limited, FSIP Jagdishpur

H.R. Department

Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

Annexure-8

To,  
Head- HR  
BHEL FSIP Jagdishpur  
U.P. -227817

Sir,

I/We hereby submit Offer for use of school premises in BHEL Township, Jagdishpur for running school on license Agreement basis for a period of 30 years' as per EOI separately signed and accepted by me/us, and rates quoted by me/us in Annexure-5 in accordance with Notice Inviting EOI, terms and conditions of EOI, other documents and papers as detailed in the EOI document.

- (a) Should this offer be accepted, I/We hereby agree to abide by and fulfil all terms and conditions referred to in the EOI document/Work Order etc. and in default thereof, to forfeit and pay to the BHEL or its successors or its authorized nominees such sums of money as stipulated in Terms and Conditions contained in the EOI document.
- (b) If I/We fail to commence work specified in the EOI documents, or I/We fail to deposit the amount of security deposit specified in the EOI Document. I/We agree that BHEL FSIP Jagdishpur shall forfeit the said earnest money. The said owner shall also be at liberty to cancel the notice of acceptance of offer if I/We fail to remit Security Deposit amount as aforesaid or to execute or to start work as stipulated in the NIT document/perform the contract faithfully.

Dated the \_\_\_\_\_ day of \_\_\_\_\_.

Signature of Party  
With the Seal of the Firm  
Address: \_\_\_\_\_

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# Bharat Heavy Electricals Limited, FSIP Jagdishpur

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Tender Enquiry No.: BHEL/FSIP/HR/22-23/T-01

Date: 13.07.2022

Annexure-9

## DECLARATION

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

That the 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 FSIP Jagdishpur and whatsoever charges in this regard including registration fee & Stamp Duty will be borne & paid by us.

Authorized Signatory,

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Contact No. \_\_\_\_\_

Email ID \_\_\_\_\_

(Stamp of Organization)

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