

**BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE SOCIAL RESPONSIBILITY
BHEL, RANIPUR, HARIDWAR -249403**

EOI No. HR/EMB/HR/001

Dated 01/06/2018

**INVITATION FOR EXPRESSION OF INTEREST (EOI)
FOR RUNNING VACANT SCHOOLS IN BHEL HARIDWAR TOWNSHIP, ON LICENCE AGREEMENT**

In order to provide quality education in two vacant schools, matching the same with that of modern, professionally run education institutions in the country, BHEL, Haridwar is looking for established professional educational institutions / organizations for running of following vacant schools on license agreement basis for a period of 30 years.

- 1. BAL BHARTI SENIOR SECONDARY SCHOOL, SECTOR-4**
- 2. VIDYA MANDIR INTER COLLEGE, SECTOR-1**

The professional organization shall adhere to the medium of instruction, curriculum and pupil teacher ratio requirement of the concerned Board i.e. CBSE

The school premises in BHEL Haridwar Townships will be used for running school on License Agreement basis on “as is where is basis”. EOI documents can be obtained up to 4.00 PM till 05-07-18 from the office of AGM (HR-PRX). EOI documents can also be downloaded from following web portals:

- a) www.bhelhwr.co.in
- b) www.bhel.com

For additional information, the undersigned may be contacted between 1000 Hrs. to 1600 Hrs. and School premises could be visited between 10.00 Hrs. to 16.00 Hrs. on all working days (except Sunday).
Offers will be received up to 01.45PM on 06-07-2018 at the following address:

NB: The Expression of Interest should be submitted to the under mentioned address in one sealed envelope super scribing EOI No. HR/EMB/HR/001 dated 01-06-2018, EOI opening date: 06-07-2018 & mentioning “EOI FOR RUNNING VACANT SCHOOLS IN BHEL HARIDWAR TOWNSHIP, ON LICENCE AGREEMENT”

**Tender Room
Material Management Department.
Fourth Floor, Main Administrative Building
BHEL, HEPP, Ranipur
Haridwar -249 403 (Uttarakhand)**

EOI shall be opened at 2.00 PM on the same day i.e. 06-07-2018. BHEL reserves the right to reject any or all offers without assigning any reasons whatsoever and have no liability for late receipt of offers documents. In case of declaration of Holiday on the above date, the offers shall be opened on the next working day.

**(P.K.Srivastava)
(AGM, HR-PRX)
BHEL, Ranipur
Haridwar – 249403
PHONE: 01334-285353**

Procedure for submitting Expression of Interest:

The Expression of Interest should be submitted in one sealed envelope super scribing EOI No. HR/EMB/HR/001 dated 01-06-2018 & Tender opening date: 06-07-2018 mentioning title of EOI.

1. Sealed Envelope should contain all pages of Expression of Interest documents duly signed and stamped on each page as token of acceptance of terms and conditions of EOI and documents as per Eligibility/Qualifying Criteria as prescribed at Annexure- 3, Annexure-5 (with all supporting documents) and Annexure-6.
2. There should not be any cutting or overwriting in the Expression of Interest documents.
3. 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.
4. **At the time of final tendering, the offer shall be valid for a period of 180 days from the date of technical bid opening.**

Part- 1: SCOPE OF WORK

The professional agency shall have to manage schools 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, ICT usage, 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 CBSE:-
2. Professional agency shall adhere to the medium of instruction, curriculum and pupil teacher ratio requirement of the concerned Board i.e. CBSE
3. Every school can offer its facilities to the immediate neighbourhood and develop independent strategy to meet this goal. For example, a school can decide to offer its sports facilities to neighbourhood students on membership basis, run an evening school, offer its ICT content in the evening or create a local sports club, etc.
4. Similarly, the professional agency may 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 regard.
5. Based on needs of the area, individual schools 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 (after taking prior explicit and specific approval of BHEL in writing if run by other managing partner).

Part 2: Details of schools with existing infrastructure & facilities

School 1: Name-BAL BHARTI SENIOR SECONDARY SCHOOL SECTOR-4 Place: BHEL HARIDWAR

State: Uttarakhand

S.No.	Particular	Details	Remarks
1.	Total Land Area (Sq. Mtr)	27618.83	
2.	Total Built-Up Area (Sq. Mtr)	3893	
3.	Total No. of Class rooms	29	1Room for Library, 1 Room for Office & 1 Room for Principal
4.	Affiliation to Board/ Medium	CBSE, INDIA	
5.	Details of other facilities		
i).	Labs	NO	
ii).	Sports	Yes	Play Ground Exists
iii)	Furniture	for 480 students	

School 2: Name VIDYA MANDIR INTER COLLEGE SECTOR 1 Place: BHEL HARIDWAR

State: Uttarakhand

S.No.	Particular	Details	Remarks
1.	Total Land Area (Sq. Mtr)	20689.66	
2.	Total Built-Up Area (Sq. Mtr)	5133	
3.	Total No. of Class rooms	41	1Room for Library, 2 Rooms for Offices. & , 1 Room for Principal
4.	Affiliation to Board/ Medium	CBSE	
5.	Details of other facilities		
i).	Labs	Yes (6 Nos.)	
ii).	Sports	Yes	
iii).	Furniture	NIL	

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

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Eligibility/ Qualifying criteria of professional Agency:

Sl.No.	Particulars	
01	Name and Address of the Professional Agency	
02	PAN CARD No.	
03	TAN (TAX ACCONT No.) if any.	
04	***EMD amount payment details (if any, at the time of final tendering)	Not to be filled at the time of submission of EOI
05	***Tender Documents cost payment details (if any, at the time of final tendering)	Not to be filled at the time of submission of EOI

*****Not to be filled at the time of submission of EOI**

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 running of education institute/ school.
2. Should be running a minimum of two schools out of which minimum one should be from 1st class to XII class.
3. Should have minimum number of 400 students in at least one school with classes from 1st class to Class XII affiliated under CBSE.
4. Should have last 5 years' record of quality education in terms of 80% or above pass rate for Class XII in at least in one affiliated school under CBSE and Hindi/English medium.

Note: 1. The above details will be considered for period immediately preceding the EOI date

Selection Criteria (During final tendering) for Professional Agency for running of school:

The selection of the professional agency shall be based on combination of two criteria i). Qualitative/ Technical assessment of Professional Agency based on its past performance & ii). Financial Bid on Quoted License Fee, to generate revenue to self-sustain the education infrastructure in BHEL Townships

A. Qualitative/ Technical Assessment: The Five Highest Scorers will be chosen among the applicants of EOI who satisfy eligibility / qualifying criteria by the following process:

Data sheet (Annexure-5) of school (s), being run by the professional agency shall be assessed as per following marking system:

1. 5 marks to be kept for each running Sr Secondary School (1st class to XII). (max marks 15)
2. 2 marks for running years of each Sr Secondary School (1st class to XII) initially for 5 years and thereafter 1 mark for each subsequent 1 year. (max marks 20)
3. 5 marks for each affiliated Sr Secondary school as per requirement of BHEL w.r.t. Board/ Medium (max marks 15)
4. 1 mark for each block of 100 students beyond 400 students in each school. (max marks 10)
5. 1 mark for quality education for each 1 % higher passing percentage beyond 80% in Class XII of CBSE affiliated school Hindi/English Medium specified by BHEL, for the last year result. (max marks 20)
6. Curricular and Extracurricular activities pertaining to School / Teachers/ students (3 marks for each national award, 2 marks for each state award and 1 mark for each district level award). (max marks 15)
7. Facilities available in the school (including sports & games, auditorium, smart-class rooms, Library, music class & fine arts/crafts classroom.). (max marks 5)

Out of Top five highest scoring professional agencies above, the Professional Agency Quoting Highest License fee shall be selected for the running of the school.

(Note: In case response is received from 2 to 4 qualified bidders, financial bids of all such bidders shall be opened. However in case of receipt of single bid, re-tendering may be resorted to.)

B. Financial Bid: Based on Quoted License Fee-

Out of Top five highest scoring professional agencies above, the Professional Agency Quoting Highest License fee shall be selected for the running of the school.

(Note in case response is received from 2 to 4 qualified bidders, financial bids of all such bidders shall be opened. However, in case of receipt of single bid, re-tendering may be resorted to.)

Data Sheet for Qualitative / Technical Assessment (To be evaluated based on marking system given in annexure-4)

Details of schools being run by professional agency with strength of students being 400 or more.

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

1. Name of the school with address:
2. Year Started:
3. Details of classes:
4. Year of affiliation to CBSE (Documentary evidence is required):
5. Student Strength (Documentary evidence is required):
6. Academic Performance (Documentary evidence is required):

Academic Year	XII Standard	
	No of Students Appeared	No of Students Passed
2013-2014		
2014-2015		
2015-2016		
2016-2017		
2017-2018		

7. Achievements at District/ State/ National level in Curricular and Extra-curricular activities (Sports, games, fine arts, Music, quiz, debate etc) in last five years (Documentary evidence is required):

8. Facilities available in the school: (including sports, auditorium, smart- class rooms, special activities etc)

9. Any other information:

Note: BHEL Haridwar reserves the right to accept or reject any of the proposals received without assigning any reason.

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 then BHEL will reserve the right to reject the application/ EOI hereby submitted.

Name of the applicant	Signature
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Date

Place

Price Bid Format (To be opened as per selection criteria at Annexure-3)

Name and Address of the Institution:

Sl.No	Particulars	
01	License Fee per month for Bal Bharti Senior Secondary School, Sector-4	To be given at the time of final tendering
02	License Fee per month for Vidya Mandir Inter College, Sector-1	To be given at the time of final tendering

*Signature & Seal of Institution/ Professional Agency****Rates Quoted for additional covered Area in case party opt for construction at a later stage***

01	License fee for additional covered area constructed by the Licensee after award of license in per sq. mtr of covered area for balance period of license term for Bal Bharti Senior Secondary School, Sector-4	To be given at the time of final tendering
02	License fee for additional covered area constructed by the Licensee after award of license in per sq. mtr of covered area for balance period of license term for Vidya Mandir Inter College, Sector-1	To be given at the time of final tendering

Signature & Seal of Institution/ Professional Agency

Note: Rates quoted for additional covered area shall not be considered for evaluation of price bid and award of work.

TERMS & CONDITIONS FOR USE OF SCHOOL PREMISES IN BHEL TOWNSHIP FOR RUNNING VACANT SCHOOLS ON LICENSE AGREEMENT BASIS.

1. School Premises will be used for running school in BHEL Township on Licence agreement basis on **as is where is basis**. However, before bidding, the bidder can undertake visit/ inspection of the school premises with prior intimation.
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 and as mentioned at Point nos 3 and 4 of Annexure-2 (Part-1: Scope of Work).
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 as per CBSE Norms.
4. The professional agency may however run special classes, sports coaching classes, coaching classes, vocational classes beyond school timings, in 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 regard.
5. 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.
6. **NB: At the time of final tendering**, the party will submit an EMD of Rs. */- (Rs... only) in favour of BHEL in the form of DD issued by any Scheduled Bank & payable at Haridwar only.

The EMD will not earn 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 may be adjusted towards Security Deposit. EMD of unsuccessful bidder will be refunded after finalisation of license agreement.

7. 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 @ 20% (with cumulative effect) on quoted monthly license fee.

The professional agency shall obtain prior permission of the BHEL Unit before carrying out any construction of structure of permanent nature in the licensed premises. For increase in covered area, the licensee shall be liable to pay license fee at the quoted rates. Such license fee for the additional covered area shall also stand automatically revised after every 5 years period @ 20% (with cumulative effect).

The depreciated cost of construction of such additional construction shall be adjustable against the license fee and other dues payable by the licensee to the BHEL Unit. Any balance amount shall also be reconciled for payment / reimbursement.

In line with Schedule II of Companies Act, Useful life of other than factory building for RCC structure is considered as 60 years and for non RCC structure, it is considered as 30 years. Depreciation will be calculated as per Straight Line Method.

8. **The notional Reserve Monthly license fee:** The reserve license fee is Rs.7.0 /m² and Rs 8.0/m² per month of total land and built up area for Sector-1 and Sector-4 schools respectively.
9. **Initial lump sum interest free security deposit:** Initial lump sum interest free security deposit (one-time payment) refundable only after the vacant possession of building is handed over to BHEL will be equal to 0.5% of the land value for commercial purposes applicable 7 days before date of allotment to be obtained in writing from the concerned local revenue authorities within fifteen days of issue of Letter of Intent/ Work Order/ License Agreement, failing which interest at PLR + 1% will be charged for delayed period. Demand Draft from Gramin / Cooperative Banks will not be accepted. In case Institutional Rates for schools/ hospitals are available it will be used in place of commercial land rates.
10. 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. With the increase in the concession fee after every five years, fresh or additional Security Deposit/Bank Guarantee equivalent to revised one year's license fee shall be required to be deposited.
11. **The successful Party shall have to provide 20% concession on fee to the wards of BHEL. The School Authorities will compulsorily be required to admit the wards of BHEL & CISF employees.**
12. Further, the school authorities shall consider recommendations of head of BHEL Haridwar favourably for admission of Non-BHEL Employee's wards in any class.
13. Electricity shall be provided at rates applicable from time to time as per Uttarakhand Power Corporation Limited (UPCL) and as per rules of BHEL. However the licensee will be required to deposit ad hoc electricity charges @ Rs 20000/- (Rs Twenty Thousand Only) per month along with the monthly license-fee. The ad hoc electricity charges will be adjusted after every quarter based on actual consumption. The monthly ad hoc deposit shall be revised by BHEL Management in case it is found that ad hoc deposit is insufficient to meet the average monthly electricity consumption charges.
14. The licensee will pay water charges as per rate of Nagar Palika Parishad, Shivalik Nagar of BHEL. However, the licensee will be required to deposit an adhoc water charges @ Rs 150 /- (Rs One Hundred Fifty only) per month along with the monthly license fee. The adhoc water charges will be adjusted after every quarter based on actual consumption.
15. The licensee will deposit monthly license fee along with water & electricity charges by 7th of every month. In case of default, penal interest @ PLR +1% shall be charged.
16. **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.

17. 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.
18. 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.
19. 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 be 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 to an end automatically on change of constitution of the licensee due to any reason.
20. 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 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.
21. 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 encashing Bank Guarantee. The amount of Bank Guarantee shall again be got recouped to the extent of such encashment/ loss/damage.
22. 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.
23. School Authorities will be free to employ qualified Teachers as per norms of CBSE Board.
24. 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.
25. 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.
26. Whenever BHEL celebrates 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.
27. 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.
28. 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 shall nominate Sole Arbitrator for adjudication of the disputes.

29. 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 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.
30. 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 Haridwar 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.
31. Bidder will sign the Integrity Pact as per enclosed Annexure-8, which is an integral part of the EOI documents, 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 websites mentioned on Page-1.

NB: Interested Educational institutions / Professional Agencies participating in expression of interest may add / indicate any special terms and conditions (if any, not covered above) to be considered by BHEL.

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/submitted 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 HR Department, BHEL, Haridwar for use of school premises in BHEL Township, Haridwar for running school on license agreement basis.

Date:

Authorized Signatory,

Name _____

Designation _____

Address _____

Contact No. _____

Email ID _____

(Stamp of Organization)

To
AGM (HR-PRX)
BHEL, HEEP. Ranipur
Haridwar-249 403

Sir,

I/We hereby submit Offer for use of school premises in BHEL Township, Haridwar 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-6 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 Haridwar 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 EOI document/perform the contract faithfully.

Dated the _____ day of _____.

Signature of Party
With the Seal of the Firm
Address: _____

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, Haridwar 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)