

EXPRESSION OF INTEREST FOR RUNNING SCHOOL IN BHEL TOWNSHIP ON SELF FINANCING BASIS WITH LICENCE AGREEMENT.

EOI: BH: VS: 00

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BHEL is the largest Engineering and manufacturing enterprise of India in the energy and Infrastructure related sectors. BHEL's growth has been synchronous with achieving self sufficiency in the indigenous manufacturing of heavy electrical equipment. Out of the available 35000 MW per annum capacity for power equipment manufacturing in the country, BHEL alone constitute a mammoth 20000 MW per annum capacity. Widespread network of 17 manufacturing Divisions, 2 Repair units, 4 Regional Offices, 8 Service Centres, 6 Overseas Offices, 6 Joint ventures, 15 Regional Marketing Centres and current project execution at more than 150 project sites across India and abroad corroborates the humungous scale and size of its operations.

BHEL is a "Maharatna PSU" and a Limited Company registered under the Indian Companies Act 1956 and its stock is listed with BSE and NSE. BHEL has well established townships at its major units at Tiruchirapalli, Haridwar, Bhopal, Hyderabad, Jagdishpur, Jhansi, Vizag, Ranipet and Noida. BHEL townships at these places have well established infrastructure for imparting school education to employees' wards and children from nearby community.

In order to improve standard of education in BHEL, Vizag English Medium school and match the same with that of modern, professionally run education institutions in the country, BHEL, Vizag is looking for established professional organizations for running the above School on self financing basis with license agreement for a period of 30 years. The professional organization or agency or party or body or bidder or participant, licensee, winning bidder are all synonymous in this EOI specification.

This EOI is applicable for English Medium School in BHEL, Vizag Township only.

EOI documents can be obtained from the office of DGM / HR on payment of non-refundable fee of Rs.500 (Rs. Five Hundred Only) as cost of EOI documents either by cash deposit or through DD in favour of BHEL-HPVP-Vishakhapatnam payable at Vizag. EOI documents can also be downloaded from BHEL website <http://www.bhel.com>, <http://hpvp.bhel.in>

Various parts of the EOI document are detailed in following annexure forming integral parts of the EOI:

- 1) The procedure for submitting EOI is enclosed in annexure-1
- 2) The scope of work is enclosed in annexure 2.
- 3) The Pre Qualification Criteria of professional agencies is enclosed in Annexure-3
- 4) The selection criteria is enclosed in annexure-4
- 5) The data sheet for Qualitative / Technical Assessment is enclosed in Annexure-5
- 6) The format of price bid is attached in annexure-6
- 7) The terms and conditions of this EOI are enclosed in annexure-7
- 8) The affidavit requirement is enclosed in annexure-8
- 9) The declaration format for no deviation of this EOI is attached in annexure-9
- 10) The declaration format for indemnity bond is attached in annexure-10
- 11) The minimum quantum of renovation work for Vizag School is detailed in annexure-11
- 12) The existing salary structure of the existing school staffs is given in annexure-12

For additional information please visit our website or contact DGM/HR between **10-00 Hrs. to 16-00 Hrs.** School premises could be visited between **10-00 Hrs. to 15-00 Hrs.** on all working days (except Saturday / Sunday). EOI can be received up to **14-00 hrs** on 10/11/2018 in the office DGM (HR) **BHEL, Vizag**, and

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shall be opened at 15-00 Hrs on the same day. Price bids of only such bidders shall be opened who will fulfil the pre-qualification criteria defined in the EOI documents of Annexure-3 and gets short listed as one of the top three scorers as per assessment criteria defined in annexure-4 and 5.

BHEL reserves the right to reject any or all EOI bids without assigning any reasons whatsoever and have no liability for late receipt of EOI Bid documents. In case of declaration of Holiday on the above date due to unforeseen reasons, the EOI bids shall be opened on the next working day.


For & On Behalf of Bharat Heavy Electricals Limited

DGM /HR

BHEL, Visakhapatnam

K. SUJANA
Dy. General Manager

HR / IR

BHEL-HPVP, Vizag-530012, A

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Annexure- 1

Procedure for submitting EOIs and attending bid opening sessions:

The EOI should be submitted in one sealed cover superscribing EOI No. EOI: BH: VS:00 and its latest date and all Addenda/Corrigenda No, containing four separate sealed envelopes and dropped into the tender box with label "HR Tender Box" kept in administrative building in BHEL, Vizag, AP state or posted to DGM/HR, Administrative Building, BHEL, Vizag, AP state , PIN-530012. The contents of the sealed cover shall be as detailed below:

1. **Envelope No-1** shall be superscribed "EOI document cost & Earnest Money Deposit" and contain Demand Draft/Banker's cheque for Rs. 500/- and Rs 2 lakhs respectively, issued by any scheduled Bank in favour of BHEL-HPVP-Vishakhapatnam. Cheques will not be accepted in any case.
2. **Envelope No-2** shall be superscribed "**Pre Qualifying Criteria**" and contain the following:
 - a. All pages of EOI documents duly signed and stamped on each page as token of acceptance of terms and condition of EOI including all annexure.
 - b. All self attested supporting documents as required by annexure-3 duly signed and stamped as indicated in the annexure-3.
 - c. Annexure-6 need not be submitted in this envelop.
3. **Envelope No-3** shall be superscribed "**Qualitative / Technical Assessment**" as prescribed in annexure-4 with all supporting documents duly signed and stamped on each page in respect of each school separately as per annexure-5.
4. **Envelop No-4** shall be superscribed "**The price bid**" and shall contain only Annexure 6 duly filled up and signed by the bidder. Before quoting the rates, please read clause no 9 of the terms and condition (Annexure-7)
5. The technical assessment bid of only such bidder will be opened who will submit the EMD and cost of Expression of Interest Documentation (EOI) as prescribed in the EOI documents.
6. There should not be any cutting or overwriting in the EOI documents.
7. On the given date and time, only envelopes 1 and 2 and 3 will be opened at the first instance in the presence of bidders or their authorised representative who wish to be present.
8. Price bids of only those bidders who qualify in the technical assessment will be opened in the presence of bidders or their authorised representatives who wish to be present.
9. EOI bids 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 EOI bids by post. BHEL reserves the right to accept or reject any or all the EOI bids without assigning any reason thereof.
10. The EOI submitted shall be valid for a period of **6 months** from the date of technical bid opening.
11. On short listing Professional Bodies as per Annexure-4 and 5, the eligible bidders will be informed of the date and time of price bid opening. Short listed bidders or their authorised representative who wish to be present may attend price bid opening session.

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Annexure-2

SCOPE OF WORKS

The professional agencies shall have to run BHEL, Vizag School with standard of modern professionally run education institutions. The winning bidder has to start their session not later than the academic year 2019-20. Some of the key features of the expected standard of education to be maintained in this school are the following:

1. The school shall be mandatorily affiliated to CBSE with CBSE curriculum up to class XII. The affiliation to other examination boards is at the discretion of professional agency.
2. The school shall be run as English medium school from LKG to Class XII.
3. Necessary infrastructure is to be provided by the professional agency in the school, not only for satisfying teaching needs, but also for sports and extra-curricular activities. Existing facilities like play grounds, gardens, auditorium, etc. will have to be maintained and upgraded.
4. Education provided in the school should be holistic and integral touching upon physical, emotional and aesthetic development, in addition to sound academic performance of students.
5. The curriculum should be activity based and every school must have adequate ICT infrastructure, Internet connectivity and full time computer teacher.
6. The Teacher-Pupil Ratio must be better than CBSE requirement and shall be either 1:30 or better and the no of students shall be restricted based on the size of the class room.
7. The school shall have teachers in areas of computer, sports, arts and music, dance, soft skills besides subject specific teachers as per the usual norms. This school shall also create facility for activities emphasizing Indian heritage and arts and crafts.
8. The school shall maintain mandatory labs for English and other foreign languages, Mathematics, Computer, Music besides the usual labs for science subjects such chemistry and physics.
9. Special emphasis may be given on teaching of Science, Maths and English. If required, bridge-courses may be introduced for weak students.
10. The school curricula shall include the material/items that inculcate leadership qualities, team spirit, participation abilities, development of soft skills and ability to deal with real life situations.
11. The school shall provide transport facilities to students.
12. Field trips and educational tours should be an integral part of the curriculum.
13. The professional body can offer its facilities to reputed coaching centres or develop independent strategy to meet this goal such as conducting IIT, Medical coaching classes by having tie up with reputed coaching centres with all legal implication to be borne by the licensee.

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14. Based on needs of the Market, the school can also have sections for good quality crèches, nursery and play schools, finishing schools, hostel facilities with all required safety and protection etc.

Details of BHEL School with existing infrastructure and facilities

School Name: BHPV Sr. Secondary School Place: Vizag State: Andhra Pradesh

S.No.	Particular	Details	Remarks
1.	Total Land Area	~ 44926 Sq M	It includes 3 complex
2.	Total Built-Up Area	~6487 Sq M	It includes 3 complex
3.	Total no of rooms including office	114	In 3 complexes
4.	Class Room Size : Complex - 1	29 Nos of 20x20 ft 03 labs of 20x30 ft	Each class can accommodate 35
	Class Room Size : Complex - 2	28 Nos of 17x17 ft 03 Nos of 15x19 ft	Each Class can accommodate 25
	Class Room Size : Complex - 3	41 Nos of 21x22 ft 02 labs of 21x33 ft	Each class can accommodate 40
5.	Affiliation to Board/ Medium	CBSE/ English Medium	
6.	Class (from-up to)	KG I TO CLASS XII	The class XII is now discontinued due to paucity of teachers.
7.	Total No. of students	~239	
	No of BHEL wards of employees in non executive pay scale.	48	It may rise by 10-15% in the first year.
	No of BHEL wards in executive pay scale	2	It will rise to 60-80 in first year.
8.	No. of teaching staff	12	Ref Annexure 12
9.	No. of non-teaching staff	3	
10.	Current salary expenditure of school as on September 2018	Rs 8.00 lakhs PM	
11.	Details of other facilities :		
i).	Labs	Science Labs and Computer Lab	
ii).	Sports	Sports Room is available	
iii).	Multi- purpose Hall	40x85 ft	
iv).	Other extra-curricular	NCC Jr wing	

Note: The professional agency may visit the school complexes to gather first hand information on school and infrastructure by actual measurements if required before preparing their bid documents.

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Annexure-3

Prequalifying Criteria of professional Agency:

- A. Name and address of the professional agency :
- B. Pan Card No :
- C. TAN (Tax Account No) if any :
- D. EMD amount payment details :
- E. EOI document cost payment details :

S.No.	Qualifying Parameter	Documents to be submitted
1.	Shall be registered under society registration act /Indian trust act or other relevant statute for running Educational Institutes.	Attach self attested Incorporation documents of your trust or society running or managing all the schools.
2.	Shall be running a minimum of two schools out of which one should be from 1 st to class XII with affiliation to CBSE.	Attach self attested Incorporation documents of two schools and CBSE approval for at least one school.
3.	Shall have a minimum of 400 students in at least one school from 1 st to class XII with affiliation to CBSE for the year 2017-18.	Attach self attested copy of affiliation certificate to CBSE and No of admission records for that school in 2017-18.
4.	Shall have proven track record of Quality Education in terms of 80% success in CBSE exam for XII standard for last three years i.e. 2015-16, 2016-17 and 2017-18.	Attach self attested CBSE results of students for class XII for the last three years certified by CBSE.

Note:

- 1. The above details will be considered for period immediately preceding the EOI date.
- 2. The technical / financial bid of the professional agencies not meeting above eligibility Qualifying Criteria shall not be opened.

Signature & Seal of Institution/ Professional Agency

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Annexure -4

Selection Criteria for Professional Agency for running of school:

The selection of the professional agency shall be based on the combination of the two criteria:

- I) Qualitative / Technical assessment of Professional Agency based on its past performance.
- II) Price Bid on Quoted License Fees.

A) Qualitative / Technical Assessment: The five highest scorers will be chosen among the applicants of EOI who are satisfying eligibility / qualifying criteria. The data sheet (annexure-5) of schools being run by the professional agencies shall be assessed as per the following marking system.

1. 5 marks for each Sr Secondary School (1ST to class XII) running. Max Marks-15.
2. 2 marks for running each Sr Secondary School affiliated to CBSE (1ST to class XII) initially for 5 years and thereafter 1 mark for each subsequent year. Max Mark-20.
3. 5 marks for each Sr Secondary School affiliated to CBSE (1ST to class XII).Max 15 Mark
4. 1 mark for each block of 1 to 100 students beyond 400 students in each CBSE school in 2017-18. Max marks-10.
5. 1 mark for quality education for each 1% higher passing percentage beyond 80% in class XII of CBSE affiliated school for 2017-18 results. Max 20 marks.
6. Awards for curricular and extracurricular activities (3 marks for each national award, 2 marks for each state award and one mark for each district level award). Max marks-15
7. One mark each for Facilities or Program conducted in the CBSE school (such as Sports, Auditorium, Smart Class Rooms, Air conditioned classes, Foreign Language Labs, Energy Saving Facilities such as Roof Top Solar Panels, Roof Top Solar Heaters, Water Conservation Facilities, Facilities for Recycling of Waste, Soft Skill Development program, Academic coaching by self or reputed agencies, Extra-curricular coaching, Collaborative Courses with reputed foreign institution). Max marks: 5.

B) Financial Bid: Based on Quoted license fees:

Out of top five highest scoring qualified professional agencies, the qualified professional agency quoting highest license fee shall be selected for the running of BHEL Vizag School. In case, responses are received from 2 to 4 qualified bidders, price bids of all the qualified agencies shall be opened. However in case of receipt of single qualified bid or no qualified bids, retendering will be resorted to.

Signature & Seal of Institution/ Professional Agency

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Annexure-5

Data Sheet for Assessment

Details of Schools being run by the bidders with strength of students' being 400 or more.

S. No	Marking Parameters	Details		Document to be submitted
1.	Name of the School and complete Postal Address	List of Schools with affiliation.		Incorporation document for each School.
2.	Date of Starting of the School	Include dates of affiliation for each school in the list		Affiliation documents from the recognized Boards, Councils etc for each school.
3.	No of Classes in 2017-18 for each School	State 1 st to X, or 1 st to XII school wise.		Self certified declaration for each School.
4.	Year of affiliation to CBSE	List of CBSE Schools with dates		The copy of Original Approval Letter from CBSE for each school.
5.	Total Number of CBSE Students studying in the School in year 2017-18	State number of students for CBSE schools class wise.		The number of students admitted to CBSE curricula for each class of CBSE Schools.
6.	% Passed Academic Year wise For the year: 2015-16, 2016-17, and 2017-18.	XIII standards only		CBSE certified results with marks
		No of students appeared	No of students passed	
7.	Achievements at District/State/National level in curricula and extra curricula activities in the last five years.	The list of National , State , District level awards year wise		The copies of the awards
8.	Facilities, Program in 2017-18	List with captions		Photos with captions, Signed Records

Note: BHEL, Vizag EOI Committee reserves the right to accept or reject any of records received without assigning any reasons.

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Annexure-5 (Contd.)

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. In case any information / document are found to be incorrect, BHEL reserves the right to reject the application /EOI bid hereby submitted.

Signature & Seal of Institution/ Professional Agency

Date:

Place:

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ANNEXURE-6

Price Bid

Name and address of the Professional Organization:

Sl.No	Particulars	Unit	Value
01	Total Built Up Area of three Schools Building in Square Meters	Sq M	6487
02	License fee per Sq M of built up area per month (Minimum License fees per Sq M shall not be less than Rs 1.00)	Rs	

Signature & Seal of Institution/ Professional Agency

Rates quoted for additional covered area in case the bidder opts for construction at a later stage

Sl.No	Particulars	Unit	Value
01	Additional Built Up Area to be constructed by the bidder if any.	Sq M	
02	License fee per Sq M for additional built up area to be constructed by the licensee after the award of the license for balance period of the license terms.	Rs	

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

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Annexure- 7

**TERMS & CONDITIONS FOR USE OF SCHOOL PREMISES IN BHEL TOWNSHIP FOR RUNNING
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1. School Premises shall be used for running school in BHEL Township on self financing basis with Licence agreement on as is where basis is. The bidder can undertake visit / inspection of the school premises.
2. In order to ensure long term sustainability of the schools, school shall be required to fully recover recurring cost by way of fees from students.
3. The winning bidder can change the name of the school with approval from CBSE.
4. The School run by the winning bidder in BHEL, Vizag Township shall have to participate under CBSE School Quality Assessment and Accreditation (SQAA) on annual basis and submit assessment report to the BHEL, Vizag Signatory of the Licensed Agreement (herein after called BHEL, Vizag).
5. The professional agency may be permitted to run special classes, coaching classes, vocational classes beyond school timings, in the licensed premises, directly. However, the professional agency shall have to meet all legal and applicable binding requirements in this regards.
6. The license agreement will be valid for 30 years and can be terminated at any time at the instance of BHEL, Vizag or winning bidder by giving one academic year notice. However, the termination will be effective from closing of academic session following the completion of one academic year notice period. The License agreement can be extended further on mutual consent of BHEL, Vizag and the winning bidder however only in case of unforeseen exigencies. On termination for whatever reasons, the winning bidder shall not claim refund of expenses incurred towards capital investment or accumulated operational cost for the school till the date of termination.
7. The bidder shall submit an EMD of 2 lakhs/-(Rs two lakhs only) in favour of HPVP-BHEL-Visakhapatnam in the form of DD issued by any Nationalized or Scheduled Bank and payable at Vizag only.
8. The EMD shall not earn any interest. EMD will be forfeited in case the bidder withdraws offer or does not sign the License Agreement after the award of contract or does not start school premises for running school. EMD may be adjusted towards Security Deposit. EMD of unsuccessful bidders will be refunded within six months from the date of opening of price bid.
9. The license fee quoted by the bidder shall be applicable for the first 5 years period from the date of License agreement between BHEL, Vizag and the winning bidder and shall stand automatically revised after every 5 years @ 20% (with cumulative effect) on quoted monthly license fee.
10. The winning bidder shall obtain prior permission of BHEL, Vizag before carrying out any construction of structure of permanent nature in the licensed premises. For increase in built up area, the licensee shall be liable to pay license fee at the quoted rates. Such license fee for the additional built up area shall also stand revised after every 5 years @ 20 % (cumulative effects). The depreciated cost of construction of such additional construction shall be adjustable against the

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license fee and other dues payable by the licensee to BHEL, Vizag. Any balance amount shall also be reconciled for payment / reimbursement. The cost incurred by the winning bidder for such construction work is not refundable on expiry of the license agreement.

11. 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 shall be calculated as per Straight line method.
12. The notional Reserve Monthly license fee: The reserve license fee is Rs 1 per square meter of covered area per month.
13. The winning bidder shall pay the property tax for area covering three school Premises to the concerned authorities.
14. Initial lump sum interest free Security Deposit (one time payment) refundable only after the vacant possession of School building is handed over to BHEL, Vizag will be an amount equal to 0.5 % of the value of the land (for commercial purposes) of the school. The value of the land shall be obtained in writing by the winning bidder from Gajuwaka Sub Registrar Revenue Authorities in Vizag within 7 days before date of license agreement between BHEL, Vizag and the winning bidder. The Security Deposit shall be paid to BHEL, Vizag unit within 15 days of the date of license agreement, failing which interest at State Bank of India PLR + 1% will be charged for delayed period. Demand Draft from Gramin or Co-operative Bank will not be accepted.
15. Alternatively Bank Guarantee from any Nationalized/Scheduled Bank can also be submitted with validity upto 30 years from the date of license agreement with further claims period of six months.
16. In case of breach of agreement by the professional agency, Security Deposit will be forfeited or Bank Guarantee will be encased.
17. The successful bidder will compulsorily be required to admit the wards of BHEL employees at any stage of the academic year unconditionally.
18. The successful Party shall have to provide 20% concession on fee to the wards of BHEL at any stage of the academic year unconditionally.

Note: No concession to wards other than those of BHEL regular employees.

19. The licensee shall pay electricity charges directly to BHEL, Vizag cash section based on the actual State Power Corporation rates applicable from time to time as per Electric meter placed in the school premises. The billing will be done by Electricity Wing of BHEL, Civil Township. The increase in charges due to electrical connection in the additional built up area if any will be inclusive in the bill.
20. The licensee will pay water charges directly to BHEL, Vizag cash section at the rate of Municipal Corporation and as per the meter reading placed in the school premises by In-charge of BHEL Civil Township. The billing will be done by Civil Township. The increase in charges due to water connection in the additional built up area if any will be inclusive in the bill.

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21. The winning bidder shall deposit monthly license fee along with water and electricity charges by 7th of every month through DD / local cheque or online mode. In case of default, penal interest @ PLR + 1 % shall be charged.
22. Other service charges if any for various infrastructural facilities and services such as various civic amenities like Community Halls, BHEL Guest House, Parade Ground outside the school premises and disposal of sewages and so on will be recovered on actual basis at the applicable rates of BHEL, Vizag.
23. The winning bidder shall bear all capital costs for renovation of the existing school building including labs, class rooms, office rooms, auditorium and the same is non refundable on expiry of the license. The minimum quantum of one time renovation work required for running the school is enclosed in Annexure-11. The bidder can however allocate higher capital expenditure based on its own standard.
24. School Management Committee (SMC), BHEL, Vizag will settle service terms for all the remaining school staffs in the pay roll of SMC, BHEL, Vizag and pay the terminal benefits such as PF, Gratuity, EL encashment etc to them on their resignation from the role of SMC.
25. The winning bidder shall have to absorb remaining school staffs in their regular pay roll on their resignation from the pay roll of School Management Committee (SMC). The salary structure of the remaining School Staff shall not be less than the current structure maintained by SMC. The details of the current salary structure of the remaining school staff and retirement dates and classes handled by them are enclosed in annexure-12.
26. It shall be the responsibility of the licensee to implement and observe all statutory laws governing functioning of the school and its employees and students. All statutory Taxes/Duties/Fee as applicable will be borne by the winning bidder. 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 act from State Government.
27. 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, other coaching classes, vocational classes beyond school timings.
28. The licensee shall not assign its rights to use school premises to any other 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. In such cases the license will be deemed as terminated and the licensee shall not claim refund of capital invested for school renovation or accumulated operational cost incurred for school operation and shall move all its movable assets.

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.
29. The successful bidder 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 termination. For unauthorized occupation of school premises, the licensee shall be liable to pay special license fee equivalent to four times of the license fee as on the date of dispute.

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Simultaneously appropriate action will also be initiated against the licensee to avail the remedies available under law.

30. In case of any loss / damage to the property of BHEL, the same shall be made good by the licensee before expiry of the license contract. In case of default, the charges will be recovered by encasing Bank Guarantee or liquidating the security deposit. The amount of security deposit or Bank Guarantee shall again be recouped by the professional agency to the extent of such encashment/ loss/damage.
31. During Licence period, licensee shall be responsible for upkeep and maintenance of building, gardens, playground, painting and white washing and no structural changes, necessary for appropriate use of school premises will be made without the prior explicit and specific approval of BHEL, Vizag in writing.
32. School Authorities will be free to employ Qualified Teachers as per norms of CBSE affiliated Board.
33. BHEL may provide housing accommodation if available to school staff on request, on Fair Rental Value or as per prevailing BHEL Policy. Electricity and water charges shall be recoverable as per BHEL policy prevailing from time to time.
34. Legal possession of school premises in the existing form or form modified by the licensee with permission from BHEL, Vizag shall remain with BHEL, Vizag during license period. BHEL, Vizag 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. In case of disputes raised by the winning bidders on the findings of the above authorized representative, the winning bidder can bring them to the notice of Unit head of BHEL, Vizag for resolution. Licensee shall have no right, title or interest in School premises or land attached thereto.
35. Whenever BHEL celebrates National Functions such as Independence Day or Republic Day or any other function, the licensee will organize cultural and other programme, as desired by BHEL, Vizag for which necessary help and assistance will be provided by BHEL.
36. That licensee shall execute Licence Agreement with unit head of BHEL, Vizag or competent person of BHEL authorized by the unit head and shall get the same registered with Appropriate Authorities as per terms and conditions set forth by BHEL, Vizag and whatsoever charges in this regard including registration fee & Stamp Duty will be borne & paid by the licensee.
37. Except where otherwise provided in the agreement all matters, questions, disputes or differences whatsoever, which shall at any time arise between BHEL, Vizag and the winning bidder 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 BHEL, Vizag and the winning bidder, whether during or after completion of the contract or whether before or after termination shall after written notice by either bidder to the contract be referred to the arbitration of unit head of BHEL, Vizag or his / her nominee. The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under shall govern the Arbitration proceedings.

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38. 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.
39. 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 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 Vizag (where this contract has been signed on behalf of the owner) 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.
40. The bidder shall sign the integrity pact as per annexure-8 which is an integral part of the EOI document, failing which the bidder will stand disqualified from the EOI process and the bid of the bidder would be rejected. Details regarding the integrity pact can be viewed on our web site www.bhel.com
41. The winning bidder shall have to enter into license agreement with BHEL within one month from the date of the order awarding license to the winning bidder. The order will be issued by competent authority of BHEL, Vizag.
42. On entering into license agreement and payment of Security Deposit and subsequent registration of the license agreement with Appropriate Authority, the winning bidder can use the school premises and campuses for promotion or marketing of its brand and renovation of the exiting school infrastructure including additional construction if any. The promotion activities or renovation or new construction activities shall be at the cost of winning bidder and non refundable on withdrawal of license.
43. The winning bidder is free to decide the start date of their academic session which shall however not be later than April, 1, 2019 and the same shall form a part of the license agreement. The duration of license agreement for 30 years will be counted from the date of start of academic session by the winning bidder.
44. From the date of start of academic session by the winning bidder, the winning bidder shall start paying license fees and all operational cost for running the school including the salary of the remaining school staff. The winning bidder shall start collecting all applicable fees for both BHEL and non BHEL wards for their academic session only even before the session starts.
45. BHEL SMC will collect school fees for the academic session 2018-2019 only in case professional bodies opt to start academic session from 2019-20 onwards and bear operational cost till the winning bidder starts their academic session. The SMC will stand dissolved from the date of start of academic session by the winner bidder or earlier. The SMC will settle all the past liabilities of the remaining school staffs before the date of dissolution of SMC.

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Annexure-8

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 EOI.

(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 EOI No. _____ dated _____ of HR Department, BHEL, Vizag for use of school premises in BHEL Township Vizag for running school **on self financing basis** with license agreement.

Date:

Authorized Signatory,

Name _____

Designation _____

Address _____

Contact No. _____

Email ID _____

(Stamp of Organization)

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Annexure-9

To

BHEL _____,

Sir,

I/We hereby submit offer for use of school premises in BHEL Township, Vizag 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 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) I/We confirm having deposited the Earnest Money of Rs ----- (Rs..... Only) vide demand draft No. ----- dated ----- in favour of BHEL-HPVP-Vishakhapatnam.
- (c) 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, Vizag 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 Bidder
With the Seal of the Firm
Address: _____

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Annexure-10

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 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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Annexure-11

MANDATORY CAPITAL INVESTMENT IN THE SCOPE OF WINNING BIDDER:

Capital Expenditure: The built up area of the school is 40 years old and hence shall be renovated by the winning bidder after the award of the license. The minimum quantum of renovation of the exiting built up area is as follows: The values are tentative and shall be confirmed by the bidder by actual visits if required.

SL no	Renovation/ Repair Items	Unit	Quantum
1.	Repair and painting of the school Buildings including plumbing, tiling and electrical works.	Built up area in SQ M	~6487
2.	Boundary Walls with Gates wherever needed.	Perimeter in M	~1210
3.	New Furniture and Accessories for all the rooms Labs, Corridors and so on.	No of Rooms	~114

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Annexure-12

SALARY STUCTURE OF THE EXISTING SCHOOL STAFF AS ON FEBRUARY 2018

Sl No	Name	Qualification		Retirement Dates	Responsibility and Subjects
1.	K SHOBA RANI	M.A.	B.Ed.	31.03.2020	Teacher: Vice Principal In charge of Senior Secondary School ; English
2.	KSN RAJU	M.Sc.	B.Ed.	31.08.2020	Teacher: Head Master In Charge of Primary School : Mathematics
3.	B RADHA KRISHNA	M.Sc.	B.Ed.	31.07.2019	Teacher: Chemistry
4.	T BHAGYASREE	B.Sc.	B.Ed.	31.01.2019	Teacher: Biology
5.	K. RAJESWARA RAO	M.Sc.	B.Ed.	31.07.2019	Teacher: Biology
6.	J. SANYASI RAJU	M.Sc.	B.Ed.	31.10.2018	Teacher: Physics
7.	B. NIRMALA	M.Sc.	B.Ed.	30.04.2023	Teacher: Mathematics
8.	C. KAMESWARI	B.Sc.	B.Ed.	31.10.2019	Teacher: Science
9.	A. SUBHASHINI	B.Sc.	B.Ed.	30.06.2021	Teacher: Science
10.	NM SUJANA KUMARI	B.Sc.	B.Ed.	31.06.2019	Teacher: Science
11.	R. NAGAMANI	M.A.	B.Ed.	30.11.2018	Teacher: Telugu
12.	A. RAMU	B.Sc.	B.Ed.	30.06.2022	Teacher: Mathematics
13.	N V SATYANARAYANA	B.Com		30.09.2020	CBSE works, Fees, Salary
14.	TP PARVATHI	Inter		31.05.2023	Office Works & Yoga Class
15.	K. NEELAVENI	X CLASS		31.07.2025	Lab, Exam Works, Attdr

Note:

- 1) The expenditure incurred by SMC towards gross monthly emoluments for the month of September 2018: **Rs 8 Lakhs (Eight Lakhs).**
- 2) Gross Monthly Emoluments Structure of School Staffs: **Basic Pay + DP IR @ 50% of Basic Pay + DA @268% of Basic Pay+ HRA@15% of Basic Pay + CCA+ TA+MISC ALLO**

Other benefits are the following:

- 1) Contributory PF : **Contributory Part is 12 % of Basic Pay plus DA**
- 2) Gratuity as per gratuity act on retirement
- 3) Encashment of 300 days of earned leaves on retirement
- 4) Crediting 10 earned leaves every year to each teacher and 30 Earned leaves to each non teaching staffs
- 5) Providing free medical consultation in BHEL Hospital.
- 6) The teachers are retired only at the end of academic session even if the date is within the session.

Legends:

- 1) SMC : School Management Committee
- 2) DP IR : Dearness Pay Interim Relief @ 50 % of Basic Pay
- 3) TA : Transport Allowance
- 4) MISC ALLO : Miscellaneous Allowances
- 5) ATTDR : Attender