

RFP

For

**AWARDING A CONTRACT ON THE MODE OF BUILD, OPERATE
AND TRANSFER A MODEL DIET AT BHEEMUNIPATNAM,
VISA KHAPATNAM, ANDHRA PRADESH**



RFP Ref No.: DEIT-BHEEMUNIPATNAM-1

Date: 11.10.2017

**COMMISSIONER OF SCHOOL EDUCATION,
B-BLOCK, SRI ANJANEYA TOWER, IBHRAHIMPATNAM, VIJAYAWADA, KRISHNA
DISTRICT, ANDHRA PRADESH- 521456**

1 INVITING PROPOSALS

Commissioner of School Education, Andhra Pradesh invites Request for proposal (RFP) from interested and eligible organizations / firms in the field of PPP for awarding a contract on the mode of build, operate and transfer a model DIET at Bheemunipatnam, Visakhapatnam, Andhra Pradesh. Partner/s will be selected based on the evaluation of proposal submitted by the applicants in response to the RFP.

**Commissioner of School Education
Ibbrahimpatnam, Andhra Pradesh**

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GLOSSARY

The Department Department of School Education, Government of Andhra Pradesh
DIET District Institute of Education and Training
SCERT State Council of Educational Research and Training
PPP Public Private Partnership
LOA Letter of Award
SLA Service Level Agreement
REP Request for Proposal
RFQ Request for quotation

Definitions

- "Agreement" shall mean the legal document signed between the government and successful Bidders and all attached documents referred to therein and all terms & conditions thereof together with any subsequent modification there to.
- "Authorized Signatory" shall mean the person Authorized by the resolution of the board of the company to do the business
- "Bidder" shall mean the firm offering the solution(s) Services and *I* or materials required in the RFP.
- A trust, society or section-8 company are non profit companies and have income exemptions under the Indian Income Tax Act, 1961
- "Contract" shall mean the Work Order placed by the State on the Selected Partner (duly accepted by the partner during the bid process) and all attached documents referred to therein and all terms & conditions thereof together with any subsequent modification there to.
- "Contract Value Shall mean the total amount calculated by the Department
- .The Concessional agreement shall be signed between the Government and successful Bidders
- "Qualified proposers, shall mean the bidders/companies that qualify the pre-qualification criteria
- "RFP" shall mean Request for Proposal Tender Document or Bidding Document including the written clarifications & modifications issued by the Department in respect of the RFP.
- "Services" shall mean requirements defined in this Request for Proposal (RFP) including all additional services associated thereto to be delivered by the Service Provider.
- "Service Provider" shall mean successful bidder to whom the work order is placed by State/UT for providing services at state level.

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Department or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their Proposal pursuant to this RFP (the "Application"). The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis

The Department may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Department is bound to select and short-list pre qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Department reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Application.

I. Invitation for Bids (Proposals)

Introduction

Department of School Education, Government of Andhra Pradesh (The Department) invites bids from eligible Private Partners to Build, Operate and Transfer a Model DIET at

Bheemunipatnam, (Bheemili) near Visakhapatnam in the State of Andhra Pradesh as per the requirements specified in this Request for Proposal (RFP). This is an endeavour to strengthen the existing DIET system over a period for the next 30 years through Public Private Partnership (the “PPP”).

The estimated cost of the Project is Rs. 7 crore, while the assessment of actual exists, however, will have to be made by the Bidders. This amount includes the cost of construction of new blocks or renovation of the existing structures for the existing DIET, constructing the new building for the use of private party, along with other facilities like Library, ICT equipment, laboratories and their recurring maintenance.

The Proposed Model

The Department proposes the below Financial and Management model with respective roles for the government and the private partner. While considering this arrangement, the Bidder can also propose their own mix of the model. In any case, extant NCTE norms along with all applicable regulations are to be followed.

Role of the Government: In the existing campus, the Government will continue to run the existing DIET. Out of the presently available land, the State Government will make available land to an extent of three acres on lease basis to the private entry. The lease will be for a period of 15 years initially, and is extendable as per mutual agreement up to a maximum period of 30 yrs.

Role of the Partner: The Private partner will build new blocks or renovate the existing buildings for Government DIET, and will finance and manage the existing and any new facilities, to strengthen the overall institute. The Private party will have the option of creating new infrastructure and running new course in the same campus, in which case the facilities like labs, libraries can be shared.

Reasons for adopting the PPP approach: Some of the reasons for adopting the PPP Approach setting up model DIET are as follows:

- Possibility of setting up A model DIET with good infrastructure through contribution to capital expenditure from private partners
- Functional efficiency of private entities enabling early delivery of quality education
- Risk of project completion and delivery of agreed outputs will be borne by the private entity
- Public funds would be expended only upon delivery of agreed outcomes
- Private sector efficiency in the context of a long-term agreement is expected to optimize of life-cycle costs and improve on quality of education, including the infrastructure

Purpose of the RFP:

The Dept of School Education through this RFP intends to select a private partner/s that would be responsible to set up and manage the existing DIET through augmenting infrastructure, equipment, capacity building and research, and to provide training to new and existing teachers. The Department plans to bring in new and related course that are in

demand in the prevalent market, and turn the entire ecosystem into a desirable education hub in the region.

Project Objectives:

A model DIET will have infrastructure and facilities with stipulations on pupil teacher ratio, ICT usage, starting of new courses in teacher training and other skill developments course for employment generation, with appropriate curriculum and emphasis on output and outcome. The standards of a model DIET will be on par with global educational standards.

Key features:

1. To provide quality teacher education at elementary level.
2. To start new courses in teacher education in addition to the present two year D.Ed course:
 1. Language Pundits course
 2. Integrated 4 years B.Ed course
 3. M.Ed Course
 4. Courses in Special Education
1. To provide self finance courses, i.e. in-service certificate programs for private school teachers, performing arts, computer software and hardware and other skill development courses for employment generation
2. To start short term courses or refresher courses for the existing professionals for their professional development
3. To provide necessary infrastructure i.e. buildings, equipment, instruction material, systems, labs and smart class rooms.
4. Necessary infrastructure will be provided in model DIET not only for satisfying teaching needs, but also for sports and co-curricular activities
5. To have a Concession Agreements with national international agencies of education, other higher education institutions and universities to conduct specialized courses with global academic standards

Project Scope:

Proposed Infrastructure and Process Framework:

The infrastructure will be provided by the private entity which is legally competent to run an education institution. This private entity could be a trust or a society or a not for profit company. The Government will contribute the existing land and infrastructure, which is in a usable condition for approximately up to 10 years i.e. till about 2025. While the women's hostel is in usage currently, a new men's hostel is expected to be renovated or built a new.

Land Lease and Tenure: Out of the presently available land in the premises of DIET at Bheemili, the State Government will make available required land on lease basis upto an extent of three acres to private entity. The tenure of lease is for a minimum period of 15 years, extendable to 30 years on mutual agreement. The private entity has to develop the required infrastructure in the leased land as per the Concession Agreement that will be entered into with the State Govt. The lease tenure is also applicable for their infrastructure,

assets and operations in DIET campus as per the rules in vogue. Ownership rights shall be vested with the Department of School Education.

Admission: As far as filling of Government quota is concerned, the DIET in PP mode would follow the extant policy with regard to admission, i.e. the admission policy applicable to State sector. D.Ed Course would also apply to PPP model DIETs. The modalities of admission to the management seats will be left to the management to decide. However, the process would have to be transparent. The students from the management quota and the government quota will be mixed together in each class and should not for separate sections.

Reservation: Within the Government quota, reservation for SCs, STs and OBCs should be as per the State norms. There would be a reservation of 33% for girls. There will also be reservation as per the State Govt norms for the disabled children. There will be no reservation for any category under the private sector quota.

Fees: Fees will be charges as per the Govt norms from the Govt sponsored students. For the remaining courses offered under PPP, the fee structure will be as per norms established by the concerned committee or authority accordingly.

Expected Standards and Systems for running the DIET:

1. Academic Systems:

- a. Filling up student teacher admissions will be strictly based on DIETCET counselling. Rules stipulated by the Govt of A.P. are mandatory. All the NCTE norms notified for D.Ed colleges shall be followed
- b. Under public private partnership, private agencies can establish new educational courses like D.Ed, B.Ed M.Ed etc. with an approval of Commissioner of School Education in the DIET campus.
- c. SCERT and Institute for Advanced Studies in Education (IASE) faculty will monitor and assess the quality of instruction, laboratories, workshop and practicum. In case of sub standards in laboratories, fine shall be imposed and timeline set for improving the same. The Commissioner of School Education will decide from time to time the penalty payable.
- d. Annual Academic inspections shall be carried out by constituting a Governing Body with the District Collector as Chairman and the other members.

Qualification Criteria

Government of Andhra Pradesh by notification will offer private partners to impart education in mission mode. A committee will be constituted under the Chairmanship of the Principal Secretary. Commissioner of School Education, Director SCERT, the District Collector concerned or nominee of the District Collector not below the rank of Joint Collector and Regional Joint Director of School Education concerned shall be the members. The Director, SCERT shall act as member convener.

The Committee will scrutinize the private agencies' applications and place them in gradation based on the track record achievement, capacity in terms of qualitative personnel,

financial viability and requisite abilities for running model institutions. Based on the merit, the private agencies will be selected for engaging in the proposed public private partnership in DIETs.

Experience

The bidder should be reputed educational organizations / societies with ten years of experience in the field of education and with excellent track record in organizing educational institutions.

Award of Work

The Director, SCERT reserves the right to accept or reject any or all bids. Notwithstanding anything else contained to contrary in this RFP Document, Director, SCERT, reserves the right to accept or reject any Bid or to annul the bidding process fully or partially, or modifying the same and to reject all Bids at any time prior to the award of work, without incurring any facilities in this regard.

Notification of Award

Prior to the expiry of the period of Bid validity, Director, SCERT will notify the successful Bidder in writing by speed post or email. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The liability of the bidder to perform the services will commence from the date of notification of Award. The Completion Period shall be counted from the date of 'Notification of Award of Work'.

Signing of Contract

Within 10(Ten) days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the SCERT. Any incident expenses on execution of agreement shall be borne by the successful Bidder. A Service Level Agreement (SLA) will be signed with the bidder at the time of awarding the contract. The SLA will cover the response time for various technical and non-technical issues. In case of updating/ modification/ deletion of content based on SCERT experts/ students/ teachers feedback time lines need to be specified for updating/ modification/ deletion of content.

Termination for Default

- Director, SCERT, may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security) by written notice of default sent to the bidder, terminate the work/ task in whole or in part, after sending a notice to the bidder in this regard.
- If the bidder fails to deliver or completed the job assigned tin the terms and conditions within the time period(s) specified in the RFP Document.
- If the bidder fails to perform any other obligations under the terms and conditions.

Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of Hyderabad courts only

In view of the above, it is submitted for orders on the request of the Commissioner of School Education, A.P. Hyderabad for issue of notification inviting bids from interested bidders and to award contract to a successful Bidder on the mode of Build, Operate and Transfer a Model DIET at Bheemunipatnam, Visakhapatnam duly entering into concession agreement with the terms and conditions specified in the Request for Proposal (RFP) which will endeavour to strengthen the existing DIET system over a period of next 30 years through Public Private Partnership (PPP).

The file may be referred to Law Department for their opinion on the proposal of entering into concession agreement with a successful Bidder on the mode of Build, Operate and Transfer a Model DIET at Bheemunipatnam, Visakhapatnam before circulating file to the Hon'ble Minister (HRD).

5.1 Key events

Table 1: Key Events & Dates

S. No	Information	Details
1.	RFP No. and date	DEIT-BHEEMUNIPATNAM-1 dated 11.10.2017
2.	Bid validate period	90 days
3.	Pre-submission meeting date	24th Oct 2017 (Tuesday)
4.	Last date (deadline) for submission of proposals	31th Oct 2017 (Tuesday)
5.	Opening of proposals	1 st Nov 2017 (Wednesday)

6.	Technical presentation of the shortlisted applicants	To be intimated later
7.	Contact person for any assistance	IHGN PRASAD, LECTURER, SCERT,AP MOBILE NO 9441906462
8.	Address for submission of proposals	The Director SCERT, Andhra Pradesh, Ibrahimpattanam, Amaravathi, Vijayawada, Krishna Dist.

5.2 Submission of response to the RFP

The proposal need to be submitted as per the formats enclosed in Appendices I to VII.

- a) The proposal should comprise all the formats and documents as listed in Appendices.
- b) In preparing the RFP, the applicant is expected to examine this document in detail. Material deficiencies in providing the information requested in the document may result in rejection of the proposal.
- c) The applicants shall bear all costs associated with the preparation and submission of its RFP and SCERT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. SCERT is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the selection, without thereby incurring any liability to the applicant.
- d) An authorized representative of the applicant shall sign and stamp on each page of original proposal.
- e) If the envelopes and packages with the proposal are not sealed and marked as required, SCERT will assume no responsibility for the misplacement, loss, or premature opening of the proposal.
- f) The proposal or its modifications must be sent to the address indicated in the **Key events & dates** section and must be received by SCERT no later than the deadline indicated in the **Key events & dates**, or any extension to this deadline. Any proposal or its modification received by SCERT after the deadline shall be declared late and rejected, and promptly returned unopened.
- g) An original and a duplicate copy of proposal, together in one envelop titled as **“Response to the RFP for the strengthening of DIET Bheemunipatnam. Visakhapatnam District, Andhra Pradesh under PPP”** should be sent to the address as mentioned in **Key events & dates section**.

5.3 Confidentiality

- a) From the time the RFPs are opened to the time the selection is announced, the applicants should not contact SCERT for any matter related to the RFP evaluation. Information relating to the evaluation of RFPs and award recommendations shall not be disclosed to the applicants who submitted the RFPs or to any other party not officially concerned with the process, until the publication of the selection announcement.

- b) Any attempt by the applicant or anyone on behalf of the applicant to influence improperly the SCERT in the evaluation of the RFPs and further award decisions may result in the rejection of its RFP.

5.4 Late Proposals

- a) RFPs received after the deadline (including the extended period if any) for any reason whatsoever, shall not be considered for further evaluation and shall be returned unopened.
- b) The RFPs submitted by e-mail shall not be considered. No correspondence will be entertained on this matter.
- c) SCERT shall not be responsible for any postal delay or non-receipt/ non-delivery of the proposals. No further correspondence on the subject will be entertained.
- d) SCERT reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.5 Disqualification

The RFP would be disqualified at any time during the evaluation process at the sole discretion of the SCERT, for the following reasons:

- a) Submitted the RFP after the response deadline;
- b) Made misleading or false representations or suppressed relevant information in the RFP including documents, forms, statements, attachments, presentations, etc. submitted as proof of the eligibility requirements or as part of the RFP;
- c) Failure to meet any of the eligibility criteria as mentioned in the document.
- d) Failure to provide clarifications, non-responsive and/or substantive responses, when sought;
- e) Blacklisted by the Government of India ("GoI"), State Government or any other Government owned agency including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement until the date of opening of RFP.

5.6 Right to Accept Any Proposal and To Reject Any or All Proposals

SCERT reserves the right to accept or reject any RFP, and to annul the evaluation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected proposal or applicants or any obligation to inform the affected proposal or applicants of the grounds for SCERT action.

1 ELIGIBILITY CONDITIONS

Table 2: Eligibility Conditions

S.No	Criteria	Unit	Minimum requirement	Prerequisite
1	<u>Whether Registered firm as Educational Organizations/Societies</u>	-	Yes	Mandatory

	<u>(Certificate is required to be attached)</u>			
2	No. of years of existence as on RFP release date <u>(Certificate of incorporation/any registration certificate issued by Govt. of India or State or any authorized agency is required to be attached)</u> Note: Company / trust / partnership firm / society are eligible to apply	Years	10	Mandatory
3	Applicant's organization presence in State of Andhra Pradesh indicated through the presence of head office, branch office and/or operational training center as on RFP release date	No. of head office / no. of branch office / no. of operational centers	1	Mandatory <u>(APPENDIX-5 shall be referred)</u>
4	Total turnover of the applicant's organization in last 3 Financial Years (FY: 2014-15, 2015-16, 2016-17) <u>(Audit financial statement certified by CA is required to be attached)</u>	INR Lakhs	INR Rs. 50 Crores and above (Average Annual Turnover during last 3 Years)	Mandatory

2 METHODOLOGY FOR THE SELECTION OF TRAINING PARTNER/S

- a) An Evaluation Committee constituted by the SCERT will carry out a detailed evaluation of the proposals received by SCERT in order to determine whether submitted proposals are substantially responsive to the requirements set forth in the RFP.
- b) To reach such a determination, Committee will examine the information supplied by the applicants, and shall evaluate the same as per the eligibility criteria specified in this RFP. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the proposal. A list of eligible applicants, qualifying the eligibility criteria mentioned in **ELIGIBILITY CONDITIONS** section, shall be prepared,
- c) Only the eligible proposals shall be subjected to further technical evaluation by the Committee.
- d) Post eligibility verification, Committee shall evaluate the proposals and award marks, as per the **EVALUATION AND MARKING CRITERIA**, to all the eligible applicants will be prepared.
- e) The decision of the Committee pertaining to the evaluation of proposals shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- f) The Committee may ask for meetings with the applicants to seek clarifications on their proposals.
- g) The Committee reserves the right to reject any or all proposals on the basis of any deviations.

- h) Each of the responses shall be evaluated as per the criteria and requirements specified in this document.
- i) Technical evaluation of the proposals shall involve two parts, where:

I.Document based evaluation

Evaluation Committee would evaluate the applications and shall prepare the list of eligible applicants based on the *eligibility conditions* mentioned in this RFP. Further, Committee shall evaluate the technical capability of the eligible applicants based on the information supplied in the proposal. Any information, not fully substantiated by the supporting document, may not be considered for evaluation. In this regard Committee may ask to submit additional information/clarification/document from the applicants.

Maximum marks for document based evaluation is 50.

II.Technical presentation evaluation

The Committee will invite applicants to make technical presentation in front of it and it will assess each presentation on below mentioned criteria. **Maximum marks for technical presentation evaluation is 50.**

- 1) Domain experience/understanding of PPP
 - 2) Proposed implementation plan including resource mobilization, timelines,
Project readiness
 - 3) Proposed Financial strengths
 - 4) Quality of proposed project management team
 - 5) Innovation / any value addition to the Model
 - 6) Other relevant information
- a) A final score (technical score) will be assigned to each applicant, adding the marks received in document based and presentation based evaluation.
 - b) In case two or more applicants obtain equal technical scores, they would be ranked as per the marks obtained in number of years of experience in the proposed domain then maximum financial strengths.
 - c) Applicant obtaining highest technical score will be invited for signing of MoU/contract with SCERT for implementation of the project. In case the top scorer applicant backs out, the second ranked applicant would be invited for signing of MoU/contract with SCERT for implementation of the PPP Model.

1 EVALUATION AND MARKING CRITERIA

Table 3: Evaluation and Marking Criteria

Category	Criteria	Maximum Marks	Marks
No. of years of existence	upto10	10	2.5
	11 to15		5
	>15		10
Experience in relevant domain (1- No, 2 – only PPP Exp, 3 - mode of build, operate and transfer a model institutions/DIET/School	1	10	2.5
	2		5
	3		10
No. of self-owned operational center's in the state of Andhra Pradesh	1	15	5
	2		10
	>3		15
Total turnover of the applicant's organization in last 3 Financial Years (INR Rupees)	Rs. 50 Crores	15	5
	Rs. 50.1 Crores – 60 Crores		10
	>60.1 Crores		15
Total Marks			

2 APPLICATION PROCEDURE

Interested Bidders would be required to apply to the O/o SCERT, Andhra Pradesh should and strictly adhere to the following instructions:

- I. **Documents to submit (MANDATORY):**
 1. **Appendix 1: Letter comprising the Bid**
 2. **Appendix 2: Bank Guarantee for Bid Security & Bid cost cheque/DD**
 3. **Appendix 3: Power of Attorney for signing of Bids**
 4. **Appendix 4: Organization Profile**
 5. **Appendix 5: Organization Head office/Branch offices/operational Training Centres in Andhra Pradesh**
 6. **Appendix 6: Organization - Self declaration for not being blacklisted**
 7. **Appendix 7: Technical Evaluation Sheets**
 8. Copy of Certificate of Incorporation/registration issued by Govt. of India/any authorized agency.
 9. Copy of Audit financial statement certified by CA of the organization in last 3 Financial Years (FY: 2014-15, 2015-16, 2016-17)
 10. For consideration of your proposal, please share the information as directed below **(MANDATORY):**

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Interested Organizations should be required to assemble a Spiral Bound Book with copies of the aforesaid documents (signed and stamped on all pages) and send it to the below address:

APPENDIX-I
Letter comprising the Bid
(Refer Clause 9.2)

Dated:

To,
.....
.....
.....

Sub: Bid for the Project

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

The envelope containing the proposal should be titled as: **“Response to the EOI for the selection of Training Partner for implementation of Centrally Sponsored Scheme for Vocationalization of Secondary and Higher Secondary Education in Andhra Pradesh - 2017-18”** and should reach the address mentioned above latest by 20th July 2017 (Thursday) by 11:00 PM.

2. I/ We offer a Bid Security of Rs..... (Rupees only) to the Authority in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

3. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

4. I/ We agree and undertake to abide by all the terms and conditions of the RFP document and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Closure in accordance with the Concession Agreement.

5. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

Price Offered Rs..... (Rupees.....).

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

APPENDIX-II
Bank Guarantee for Bid Security
(Refer Clauses 9.2)

Reference No. _____
Bank Guarantee No. _____

Date _____

To
.....
.....

1. This is in consideration of you, _____, having its office at _____, (hereinafter referred to as the "Department" or "Purchaser", having agreed to receive the Bid of _____ (a society or company registered under the Companies Act, 1956/ 2013) and having its registered office at _____ (and acting on behalf of its Consortium) (herein after referred to as the "Bidder" or Service Provider" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____ Project on BOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents").

2. We (Name of the Bank) are having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, and this this is to certify that at the request of the Bidder, we are holding in trust in favour of the Purchaser, the amount of Rupees _____ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

3. We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till _____ (viz. the date up to 24 months after the date of successful completion and acceptance by the purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

4. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

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5. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

6. We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

Date _____

Place _____

Printed Name _____

(Signature of the Authorised Signatory)

(Official Seal)

2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

s To be submitted in original.

6 Appendix - IV

Organization Profile

Please enter the information requested in the spaces provided. Please add relevant documents as well.

S.No.	Particulars	Details
1.	Name (Society/Trust/Company/Partnership Firm)	
2.	Address for Communication	
3.	Contact Person Name	
4.	Contact Telephone Number	
5.	E-Mail Address	
6.	Website	
7.	Registration Number (Society/Trust/Company/Partnership Firm)	
8.	Registration Details as an affiliated vocational training partner with the Sector Skill Council(s)	
9.	Business Details i. How many years have you been in business? ii. Type of business	
10.	Turnover of the applicant in last financial years: 2015-16 2014-15 2013-14	
11.	Brief profile of the Society/Trust/Company/Partnership Firm	

7 Appendix - V

Organization Head office /Branch office /Operational Training Centers in Andhra Pradesh
Self-Certificate

“On the Letter Head of the Organization”

This is to certify that my organization is currently operating / managing number of head office, branch office, and/or training centers in district(s) (name of the districts, comma separated) of Andhra Pradesh and all the head office, branch office and/or training centers are active and operating as on the proposal submission date. The details of the same have been furnished in the below table.

S.No.	Type of premises (head office / branch office / training center)	Type of operation is being imparted (if applicable)	District	Complete address	Contact Details	Other Remarks (if any)
					Authorized Representative: Phone: Email ID:	

Authorized Signatory

(Stamped and Signed)

8 Appendix - VI

Organization - Self-Declaration for not being blacklisted

To,

The Director
SCERT
Ibrahimpattam,
Vijayawada, Andhra Pradesh.

In reference to the RFP No. DEIT-BHEEMUNIPATTAM-1 dated 11.10.2017, as an representative(s) of _____ (name of the applicant's organization), I/We hereby declare that our organization _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding till the time of submission of response to this RFP by any State/Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt/fraudulent or any other unethical business practices.

Yours faithfully,

Authorized signatory_____

Name _____

Designation _____

Company name _____

9 Appendix - VII

TECHNICAL EVALUATION INFORMATION SHEETS

A:

Organization/Firm Name	Whether Registered firm as Educational Organizations/Societies	No. of years of existence	No. of Years of Relevant Exp in operating PPP projects	No. of self-owned operational centers in Andhra Pradesh
		<i>As on EOI release date</i>	<i>As on EOI release date</i>	<ul style="list-style-type: none">• Total no. of Centres• Centre details:-<ul style="list-style-type: none">- Name of Centre- Address- Name of Centre Head- Contact Number

B. Previous exp in Similar Projects: Please specify the details

GOVERNMENT OF ANDHRA PRADESH
SCHOOL EDUCATION (PROG.II) DEPARTMENT

Memo. No. 59118/Prog II/A1/2015

Dated 27.11.2015

Sub:- School Education Department - Strengthening of DIET Bheemunipatnam, Visakhapatnam district under PPP mode - Awarding a contract on the mode of Build, Operate and Transfer a Model DIET at Bheemunipatnam, Visakhapatnam duly entering into concession agreement - Reg.

Ref:- From the Commissioner of School Education, A.P. Hyd Lr No. 614/B/PIg/SCERT/2015, dated:16-09-2015.

&&&

In the circumstances reported by the Commissioner of School Education, A.P. Hyderabad in the reference cited, after careful examination of the matter, Government hereby accord permission to the Commissioner of School Education, A.P. Hyderabad to issue notification inviting bids from interested bidders and to award contract to a successful Bidder on the mode of Build, Operate and Transfer to make a Model DIET at Bheemunipatnam, Visakhapatnam duly entering into concession agreement with the terms and conditions specified in the Request for Proposal (RFP) with global educational standards over a period of next 30 years through Public Private Partnership (PPP).

R.P. SISODIA
SECRETARY TO GOVERNMENT

To
The Commissioner of School Education, A.P. Hyderabad
Copy to the Director, SCERT, A.P. Hyderabad

// FORWARDED BY ORDER //

SECTION OFFICER