REQUEST FOR PROPOSAL

Development of National Day Schools in Amaravati,
Andhra Pradesh

NIT No. - CRDA-14024(34)/111/2016

November 2016

The Commissioner,
Andhra Pradesh Capital Region Development Authority (APCRDA)
Governernpet, Lenin Center, Vijayawada
ADVERTISEMENT

Andhra Pradesh Capital Region Development Authority, Vijayawada

NOTICE INVITING TENDERS (N.I.T)

REQUEST FOR PROPOSALS
FOR DEVELOPING INTERNATIONAL AND NATIONAL SCHOOLS IN AMARAVATI

NIT No. CRDA-14024(34)/111/2016

The Government of Andhra Pradesh is developing AMARAVATI as a world class capital city spread over 217 sq.km. Amaravati is being planned as a global economic powerhouse and knowledge hub to meet its ambitious aspirations. The Government of Andhra Pradesh established AP Capital Region Development Authority (APCRDA) for the purpose of Planning and Development of the Capital Region and Capital City Area for the State of Andhra Pradesh. As part of these initiatives, APCRDA invites competitive proposals from reputed and competent bidders to develop following schools in Amaravati with world-class infrastructure and pedagogy standards.

<table>
<thead>
<tr>
<th>Curriculum</th>
<th>Category</th>
<th>Number of Schools</th>
<th>Approx. Plot/School (sq. m)</th>
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<td>National Curriculum (CBSE/CISCE/ AP State Board)</td>
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<td></td>
<td>Boarding School</td>
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<td>Boarding School</td>
<td>1</td>
<td>32,000</td>
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The particulars of the tender can be downloaded from www.crda.ap.gov.in.

Interested applicants may drop Physical copies of their completed bids in the designated tender box at APCRDA office, Lenin Center, Vijayawada on or before 19th December 2016, 3:00pm IST.

For further clarifications, contact Mr. K. Prajwal, Mob: +91 95733 53425,
email: prajwal.k@apcrda.org

Commissioner,
APCRDA, Vijayawada
DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, are true to the best of knowledge and information of APCRDA. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The
Authority 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 Authority is bound to select a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Andhra Pradesh Capital Region Development Authority (APCRDA)
# GLOSSARY

<table>
<thead>
<tr>
<th>Term</th>
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## ABBREVIATIONS

<table>
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<th>Description</th>
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<tr>
<td>AP</td>
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</tr>
<tr>
<td>APCRDA</td>
<td>Andhra Pradesh Capital Region Development Authority</td>
</tr>
<tr>
<td>CBSE</td>
<td>Central Board of Secondary Education</td>
</tr>
<tr>
<td>CISCE</td>
<td>Council for the Indian School Certificate Examinations</td>
</tr>
<tr>
<td>GoAP</td>
<td>Government of Andhra Pradesh</td>
</tr>
<tr>
<td>GOI</td>
<td>Government of India</td>
</tr>
<tr>
<td>IFRS</td>
<td>International Financial Reporting Standards</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
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<td>USD</td>
<td>US Dollar</td>
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PART 1 – INTRODUCTION AND SCOPE
1. INTRODUCTION

1.1. Background

The Government of Andhra Pradesh’s vision is to make Andhra Pradesh one among the three most developed states in India by 2022, most developed state in India by 2029 and the most preferred global destination by 2050. The state is a progressive state and the government is taking steps to provide an environment conducive to economic and social growth. These include formulation of investment friendly policies; creating world-class infrastructure; ensuring good governance and taking necessary steps to attract investments into the State. Promotion of educational infrastructure is one amongst the many initiatives being taken up by the government on a priority basis.

1.1.1. Vision for Amaravati

The Government of Andhra Pradesh is developing ‘Amaravati’ as a world class capital city spread over 217 sq. Km.

Peoples’ capital of Andhra Pradesh, Amaravati is envisioned to be 'India’s happiest city’ - an inclusive people’s capital which is economically vibrant and sustaining, equipped with world class social and physical infrastructure to create unparalleled opportunities. Amaravati is envisioned as a unique, vibrant and beautiful city with no crowding, crime, pollution or homelessness, a hometown where young people, families and elders can thrive, a local economy that attracts talented people and global businesses.

Amaravati will meet the world class standards of livability, inclusive growth, economic opportunities and environmental sustainability.

To make this vision a reality, six core dimensions to drive the planning and development of the city have been identified:

1.1.1.1. Economic powerhouse:

As a national economic hub, Amaravati is expected to attract non-polluting high-value manufacturing and service industries creating 7-8 lakh jobs over 25 years with a GDP of 1.2 lakh crore rupees. Growth opportunities will be created by providing a business-friendly environment and a distinct community centred on the vision of wellness and happiness, which could make the city a preferred location. The ‘Made in Amaravati’ brand will promise natural and community-friendly products which may be exported at a premium to serve the increasingly discerning consumers.
1.1.1.2. **World-class infrastructure and connectivity:**

Amaravati and the surrounding region will feature state-of-the-art road, rail, air, sea and public transport networks to ease commutes and connect to economic hubs such as Vijayawada, Hyderabad, and Chennai. The city will be planned along proven urban planning principles to promote citizen well-being including creating active streets with open areas, pedestrian and cycling friendly pavements and social spaces which encourage interaction. It is expected to provide over 115 kilometres of public transport corridors by 2050 and more than 650 kilometres of road network by 2050. Two national highways, NH5 and NH9, will connect Amaravati to adjoining cities. The Gannavaram airport is planned to be expanded for international connectivity, supplemented in the long term with a new airport within Capital Region. A new port is proposed within 100 kilometres at Machilipatnam or Vadarevu.

1.1.1.3. **Green, clean, resource efficient:**

A blue and green city, Amaravati will be environment friendly, with 25-30% of its area reserved for open spaces and recreation, including parks, public facilities, waterways, and ponds within a five- to ten-minute walk. Amaravati is expected to preserve and make use of the natural features of the region, including forest areas and more than 25 kilometres of waterfront on the Krishna River. It will offer effective water, waste, power and storm-water management solutions. And it will aspire to be flood-resistant, with the goal of net-zero discharge.

1.1.1.4. **Quality living for all:**

Amaravati will be driven by the tenets of inclusive growth and high living standards for all. It will be planned with a goal of ‘5-10-15’: no more than 5 minutes to emergency facilities, 10 minutes to recreation and open spaces, and 15 minutes to work. Each township is expected to have a school and a health centre, and the city is envisioned to include at least three multi-specialty hospitals with 200 beds each. Safety will be assured for all, with police and fire fighting response times of under 10 minutes. The city is expected to provide affordable housing options for workers. A distinctive ‘retail-entertainment-dining’ precinct will likely make the city a sought-after destination in the region.

1.1.1.5. **Financial sustainability:**

Amaravati will be self-sustaining in terms of funding, by prioritising infrastructure spending and by encouraging strong private sector participation through public/ private
partnerships. It is planned to partner with renowned global and local funding organisations such as the World Bank and HUDCO to secure credit for initial investments.

1.1.1.6. **Old and new:**

Amaravati is envisioned as a city which balances the old and the new – with cutting-edge smart-city development as well as preservation of its historic roots. The region’s rich heritage of archaeological and religious sites will be preserved and promoted. The old Amaravati city will be connected to the new development, and the city will be developed into a tourism circuit.

1.1.2. **Education Sector in Amaravati**

Developing the Education sector is a stated focus of the APCRDA and the Government of Andhra Pradesh. Significant strides have already been made in the higher education sector by attracting leading private universities to Amaravati. However, in order to cover the entire spectrum of education, there is a need to establish primary and secondary schools in the capital city.

Amaravati is being developed with significant international cooperation and support with many international organizations contributing towards infrastructure and other development of Amaravati. Additionally, the large NRI population of Andhra Pradesh has also been actively involved with the Andhra growth story and there is a growing trend for this segment to expose their children to education in India.

Considering the rapid development of Amaravati, there will be demand for new age schooling facilities and infrastructure from the new population expected to move to Amaravati. Within the next 10 years, the population of Amaravati is expected to reach around 4-6 lakhs. Also, as the citizens look to send their children to foreign universities for under-graduate and post-graduate education, reputed national/international schools at Amaravati within the next 5 years could be an excellent stepping stone towards that goal.

As a result, world-class schools are being actively promoted to provide world-class education to the students and also as a tool to attract foreign investments to Andhra Pradesh. It is well known fact that availability of such schools is an important consideration for non-Indian staff of MNCs who come to India as well fill the gap of quality education required in the region.

**Role of APCRDA:**
Government of Andhra Pradesh enacted Andhra Pradesh Capital Region Development Authority Act, 2014 (Act No. 11 of 2014) and constituted AP Capital Region Development Authority (the “APCRDA”) for the purpose of Planning, Execution, Financing and Promoting the Capital Region and Capital City Area for the State of Andhra Pradesh. In line with this, a physical and socio-economic master plan for the capital city has been prepared by APCRDA. As part of implementation of the plans, APCRDA is proposing to allot land for Development of National Schools in the Capital city.

2. PROVISIONS FOR EVALUATION OF CONCURRENT RFPS

APCRDA is inviting bids through the following four (4) concurrent RFPS for setting up a total of 6 schools at 6 different locations within the Amaravati Capital city.

a) RFP for One International Boarding School hereinafter called RFP 1 (the “RFP 1”).
b) RFP for One International Day School hereinafter called RFP 2 (the “RFP 2”).
c) RFP for One National Boarding School hereinafter called RFP 3 (the “RFP 3”).
d) RFP for Three National Day Schools hereinafter called RFP 4 (the “RFP 4”).

In the context of these Concurrent RFPS, the process of evaluation and selection of the Winning Bidder is detailed below,

2.1. Definitions:

Highest Bidder (the “Highest Bidder”) is the highest bidder in respect of each plot under the RFP1, RFP 2, RFP 3 and RFP 4 as per the procedure laid down in each RFP

Winning Bidder: Winning Bidder (the “Winning Bidder”) is the highest bidder in respect of each plot under RFP 1, RFP 2, RFP 3 and RFP 4 as determined after application of these provisions.

2.2. Principle of Selection

While Bidders are allowed to Bid for more than one plot, however to encourage wider participation, any Bidder can win a maximum of only One (1) plot across these four RFPS. This is to ensure timely completion of the schools and to create healthy competition amongst the various schools to be in Amaravati.

2.3. Provisions for identifying Winning Bidder in Concurrent RFPS

To ensure compliance with the above said general principle the following provisions shall apply to the RFP 1, RFP 2, RFP 3 and RFP 4
**Step 1:** The Highest Bidder for each of the six plots (One each under RFP 1, RFP 2 and RFP 3 and Three under RFP 4) shall be determined as per the provisions of the respective RFPs. The Financial bid quoted by bidders other than the Highest Bidder shall also be noted and recorded.

**Step 2:** After the Highest Bidders are determined for each of the 6 plots, the plot wise Financial Bids quoted by the identified Highest Bidders shall be tabulated as follows:

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<th>RFP</th>
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<th>RFP 2</th>
<th>RFP 3</th>
<th>RFP 4</th>
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<td>Plot 4</td>
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**SHORTLISTED BIDDER 1**

**SHORTLISTED BIDDER 2**

**SHORTLISTED BIDDER 3**

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**SHORTLISTED BIDDER N**

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<th>Highest Financial Bid (H1)</th>
<th>Rs. HP1/ Sq. m.</th>
<th>Rs. HP2/ Sq. m.</th>
<th>Rs. HP3/ Sq. m.</th>
<th>Rs. HP4/ Sq. m.</th>
<th>Rs. HP5/ Sq. m.</th>
<th>Rs. HP6/ Sq. m.</th>
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The table shall display the Financial Bid quoted by each of the Highest Bidders as well against all such plots.

Once the bids are tabulated, the Highest Financial Bids quoted against each of the six (6) plots by any of the bidders shall be identified and declared as the Price...
(Lease Premium) at which all such plots shall be allotted to the Winning Bidders. Winner Bidder for each plot shall be identified as per the process outlined in the Step-3 below (Such prices shall be captured as HP1, HP2, HP3, HP4, HP5 and HP6 as represented in the last row of the table above).

**Step 3**: After the above tabulation and identification of Price (Lease Premium) for each of the plots, the Winning Bidder shall be selected as follows:

**Step 3.1**: If any Bidder is Highest Bidder in respect of only one of the plots, he shall be declared the Winning Bidder for the same.

**Step 3.2**: If any Bidder is Highest Bidder in more than one plot, the plot for which his Financial Bid is higher shall be accepted and he shall be declared Winning Bidder for that plot.

**Step 3.3**: If the Bidder is Highest Bidder in more than one plot and his Highest Financial Bid is same for all such plots; he will be given the choice of plot.

**Step 3.4**: The plots for which the Highest Bidder identified in Step-1 above has been allotted some other plot (as per the process outlined in Step-3.2 & 3.3 above), such plots shall be offered to the next available bidder (the “Next Available Bidder”) in the list (list prepared as per descending order of quoted Financial Bid). Such offer shall be made at the Highest Financial Bid identified for such plot (as noted in the last row of the table above), provided the bidder agrees to match the Highest Financial Bid.

**Step 3.5**: If in Step 3.4 above, there are two or more next available bidders who would have quoted same Financial bid, such bidders shall be asked to give a closed Financial Bid with the Highest Financial Bid for such plot (as noted in the last row of the table above) as the base price.

**Step 3.6**: If none of the next available bidders are willing to match the highest Financial Bid, or the highest Financial Bid received is lower than the Financial Bid received in closed Bidding then the Authority will re-tender the plot.

**Step 4**: After deciding the Winning Bidders in respect of all plots as above, the rest of the process shall be completed as provided in the respective RFPs.

3. **SCOPE OF THE DOCUMENT**

3.1. About the RFP
The Scope of this Request for Proposal (RFP) is to detail out the terms and conditions of scheme of Development of National Day Schools in Amravati. In that regard amongst other things, it will indicate the number and location of the plots being offered, the eligibility criteria for the respondents, methodology of evaluation, steps for selection, Lease Premium payment terms and also includes proposed Agreement to Lease (the “Agreement to Lease”).

3.2. Definition of National Day School

National Day Schools in this document are defined as the schools without residential facility and with affiliation from CBSE (Central Board of Secondary Education) or CISCE (Council for the Indian School Certificate Examinations) or any other national or AP state board.

3.3. Land Extent

It is proposed to lease through this RFP a plot of land measuring about 8,000 Sq. M for the National Day School. The exact description of the land including plot number, area etc. shall be announced by the APCRDA in the pre-bid meeting to be held on 29 November, 2016.

3.4. Lease Tenure

The land shall be allotted on Lease for a period of 33 years from the date of signing of the Agreement to Lease. The lease period may be extended as per the clauses in the Agreement to Lease.

3.5. Land Consideration:

The Highest Bidder shall pay for the lease of the land in the following manner:

i. Lease Premium (the “Lease Premium”) (along with applicable taxes) in two installments – which shall also be the sole bidding criteria. An upset price of Rs. 1,250 (Rs. One Thousand Two Hundred Fifty Only) per Sq. M for all four plots has been set.

ii. Annual Lease rent of Rs. 200 (Rs. Two Hundred) and Applicable Taxes for National Day School. This Lease rent may be paid upfront for all the years at the discounted value to be declared by the APCRDA.

3.6. Project Implementation
This School shall be established and operated by the Winning Bidder on the plot proposed to be given on lease under this RFP. The Project would be implemented in accordance with the terms and conditions stated in the Agreement to Lease to be entered into between the Andhra Pradesh Capital Region Development Authority (APCRDA) which shall be the Lessor (the “Lessor”) and the Winning Bidder (the “Lessee”).

3.7. Specifications of Schools

Proposed Schools have to obtain CBSE/CISC/State Board affiliation and maintain that affiliation during the entire period of Lease. Detailed specifications about the School to be developed are included in the Draft Agreement to Lease, which would be shared by APCRDA in the pre-bid meeting to be held on 29 November, 2016.

4. BRIEF DESCRIPTION OF THE BIDDING PROCESS

4.1. Bidding Process

The Authority has adopted a single stage Bidding Process (“Bidding Process”) for selection of the Bidder for award of the Project.

The single-stage Bidding Process (the “Bid Stage”) comprise of the following four (4) sub-stages,

a) Test of responsiveness of the bid: The first sub-stage, the Authority shall determine whether the Bid is responsive, which refers to an assessment if the submission is in conformity with the terms and conditions of the RFP. Such Bids which are responsive will be termed Valid Bids (the “Valid Bids”).

b) Evaluation of Eligibility: The second sub-stage of the process involves assessment of the technical and financial eligibility of interested firms/consortia who submit a Bid, in accordance to the provisions of this RFP as outlined in Section 7.1.2. of this document. Valid Bids which satisfy the eligibility criteria will be termed Eligible Bids (the “Eligible Bids”).

c) Opening of Technical Bids: The third sub-stage of the process involves opening of Technical Bids (the “Technical Bid”) of the Eligible Bidders who have met the Eligibility Criteria of the previous sub-stage. At this stage, scores will be given to the bidders based on technical criteria as per Section 8.2 on parameters 1-17 from a total score of 80. All eligible bidders will be invited to present their proposal (details in Section 8.2) which will further carry 20 marks. Total score based on presentation and technical qualification...
will be given from a total of 100. Technical Bid is only for shortlisting and not for weightage. On the basis of this total score, Shortlisted Bidders for each plot will be selected for opening of the Financial Bid as mentioned in 8.2.3

d) **Opening of Financial Bids:** Final sub-stage of the process involves opening of Financial Bids (the “Financial Bid”) which is to be submitted as per Form D. Each Bidder will be required to submit separate Form D if applying for multiple plots. Financial Bids will be opened for Shortlisted Bidders for each plot as per the score from previous stage. The bidder with the Highest Financial Bid as per Form D will be declared the Highest Bidder for each plot. The Financial bids quoted by bidder’s others than the highest Bidder shall also be noted.

### 4.2. Bid Validity

The Bid shall be valid for a period of not less than 180 days from the date specified in Section 5 for submission of Bids (the “Bid Due Date”).

### 4.3. Bid Structure and Number of Bids

The Bidders are required to submit their Bids (the “Bids”) in four parts corresponding to the first 4 sub-stages outlined above. While the documents pertaining to first three sub stages will be same per Bidder, Bidders are required to submit separate Financial Bid document (Form D) for fourth sub stage if applying for multiple plots. Separate envelopes have to be submitted for each sub stage as detailed in Section 7.11.

### 4.4. Bid Processing Fee

Participating Bidders will have to pay a sum of Rs. 25,000 (Rs. Twenty-Five Thousand) vide a Demand Draft drawn on a Scheduled Bank, payable at Vijayawada, Andhra Pradesh towards Bid processing fee. The original of the Demand Draft shall be submitted as part of the Bid to be submitted by the bidder.

### 4.5. Bid Security

A Bidder is required to deposit, along with its Bid, an amount of Rs. 20,00,000 (Rs. Twenty lakhs) (the "Bid Security"). This deposit is refundable not later than 60 (sixty) days from the end of the Bid Validity Period except in the case of the Winning Bidder for any plot. The Bidders should provide the Bid Security in the form of a **Bank Guarantee** (the “Bank Guarantee”) acceptable to the Authority, and the validity period of the Bank Guarantee shall not be less than 60 (sixty) days from the end of the Bid Validity Period, and the same may be extended as may be mutually agreed between the Authority and the Bidder from
time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security as described in this Section.

4.6. Financial Bid Parameter

Lease Premium per Sq. Meter is the sole bidding parameter. Any bid less than the upset price of Rs. 1,250 (Rs. One Thousand two fifty) per Sq. Meter shall be summarily rejected.

4.7. Highest Bidder

“Highest Bidder” shall mean the Bidder who is offering the Highest Lease Premium per Sq. Meter for each plot.

4.8. Multiple Plot Bid Opening Process

Bids for the plots will be opened in a sequence wherein all eligible bids for National Boarding School (RFP 3) will be opened first and eligible bids for National Day Schools (RFP 4) will be opened second.

4.9. Site Visit and Investigation

During the Bid Stage, Bidders are invited to examine the site and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

4.10. Mortgage

Winning Bidder shall be entitled to mortgage the lease rights on the land after signing the Agreement to Lease. The land can be mortgaged to Central or State Govt., Nationalized Banks and Financial Institutions notified by the Authority provided that an undertaking is given by the Winning Bidder to use the proceeds of the mortgage for the purpose of development of the concerned land only.

4.11. Lease Premium Schedule

Lease Premium quoted by the Winning Bidder shall be paid as follows:

a) First instalment of 50% of the Lease premium reduced by the amount of the bid security, shall be paid within forty-five days from the date of Letter of Intent (the “Letter of Intent”)

b) Second Instalment of 50% of the Lease Premium, shall be paid within 75 days from the date of the Letter of Intent (LoI)
i) The Authority may extend the period of payment of the first instalment by a period not exceeding three months, and the Authority may extend the period of payment of the second instalment for period not exceeding ten months.

ii) Provided that the extension as above shall be given on payment of ‘Delayed Payment Charges’ at the rate to be determined by the Authority.

iii) Any failure on the part of the Lessee to pay the first instalment as above, shall lead to cancellation of the Letter of Intent and forfeiture of the bid security paid by Lessee.

iv) Any failure on the part of the Lessee to pay the second Instalment as above shall lead to cancellation of the Letter of Intent and forfeiture of the bid security and 25% of the amount of first instalment.

Lease deed shall be executed with the Winning Bidder on the successful completion of and continuous compliance to the terms and conditions laid out in the Agreement to Lease.

Any queries or request for additional information concerning this RFP shall be submitted only via e-mail to the officer designated in Section 6 of this RFP. The communication shall clearly bear the following identification/title:

“Queries/Request for Additional Information on RFP for Development of National Day School in Amaravati, Andhra Pradesh”.

5. SCHEDULE OF THE BIDDING PROCESS

The Authority shall endeavor to adhere to the following schedule:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice Inviting Tender</td>
<td>11-Nov-16</td>
</tr>
<tr>
<td>2</td>
<td>Last date for receiving queries</td>
<td>28-Nov-16</td>
</tr>
<tr>
<td>3</td>
<td>Pre-Bid Conference</td>
<td>29-Nov-16</td>
</tr>
<tr>
<td>4</td>
<td>Response to queries uploaded on Website</td>
<td>02-Dec-16</td>
</tr>
<tr>
<td>5</td>
<td>Bid Due Date</td>
<td>3:00 PM, 19-Dec-16</td>
</tr>
<tr>
<td>6</td>
<td>Opening of Envelope- A, B &amp; C</td>
<td>4:00 PM, 19-Dec-16</td>
</tr>
<tr>
<td>7</td>
<td>Presentation to APCRDA</td>
<td>22-Dec-16</td>
</tr>
</tbody>
</table>
8. **PRE-BID CONFERENCE**

The date, time and venue of the Pre-Bid Conference shall be:

- **Date:** 29/ November / 2016
- **Time:** 1100 hours
- **Venue:** Lenin Center, Governorpet, Vijayawada– 520002, Andhra Pradesh, India

Only representatives of registered bidders (single firms or Consortiums) can attend the pre-bid conference.

**Contact:**

Mr. Prajwal K,
Mobile: +91-957-3353-425
Email: prajwal.k@apcrda.org
PART 2 – BIDDING PROCEDURES
7. INSTRUCTIONS TO BIDDERS

A. GENERAL

7.1. Eligibility of Bidders

7.1.1. For determining the eligibility of Bidders, the following shall apply:

a) The Bidder (the “Bidder”) can be a single entity (the “Entity”) registered under the Companies Act, a Partnership firm registered under the Partnership Act, a Trust or a Society Registered under the respective Central or Govt. of Andhra Pradesh Acts.

b) The Bidder (the “Bidder”) may be also a Consortium (the “Consortium”) of upto three entities of either of the above mentioned types.

c) In case of Consortium, the Lead Member (the “Lead Member”) should be clearly mentioned and legally binding documentation about the constitution of the Consortium must be submitted along with the Bid, in the Envelope.

d) A Bidder cannot submit more than one Bid with respect to any single plot but the Bidder is allowed to bid for multiple plots (across Four RFPs).

e) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Scope of the RFP. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of completion of development of Phase 1 of the Project.

f) In case a Bidder is a Consortium, then the term Bidder as used in this Provision, shall include each Member of such Consortium.

g) All evidence submitted is subject to scrutiny by APCRDA or any designated Authority.

h) Decision of the Authority will be final and binding

7.1.2. To be eligible for evaluation of the Bid, a Bidder shall fulfil the following threshold conditions of eligibility:

A) Technical Eligibility:
a) Bidder should be administered by a recognized Trust/Organization (under Societies Registration Act, 1860/company registered under Section 8/Andhra Pradesh Societies Registration Act 2001);

b) Experienced in successfully developing and operating minimum of one Co-Educational English medium Schools from Nursery to XIIth standard under CBSE/CISCE/State curriculum syllabus for not less than 10 years;

c) Has proven track record of quality education in terms of at least 70% and above successful students securing more than 7 CGPA in CBSE/70% in CISCE/State Board in class X and XII for the last three consecutive academic years for all eligible schools; and

d) Has proven track record of quality education in terms of successful students securing more than 9 CGPA in CBSE/90% in CISCE/State Board in class X and XII for the last three consecutive academic years for all eligible schools.

The details of the schools which the Bidder has considered to meet the above mentioned Technical Capacity shall be provided in Form B2.

B) Financial Eligibility:

a) Bidder shall have minimum Net Worth (the “Financial Capacity”) of INR 5 Crore (Five Crore) as per the financial statement at the close of the preceding Financial Year - 2015-16; and

b) Bidder shall have an average annual Turnover (the “Financial Capacity”) of INR. 7 Crore (Seven Crore) in the last 3 Financial Years (2013-14;2014-15; 2015-16)

In case the Bidder is a Consortium,

a) The combined Technical Capacity of the Members shall be considered to meet the Technical eligibility.

b) The Financial Capacity of the Lead Member shall be considered to meet the Financial Eligibility

7.1.3. The Bidder shall enclose with its Bid complete with its Annexes, the following:

a) Certificate from statutory auditors of the Bidder specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth. In case statutory audit is not
completed for any reason, then the Bidder should submit the balance sheet attested by any auditor. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

b) certificate(s) from statutory auditors of the Bidder specifying the Annual turnover of the Bidder, as at the close of the preceding three financial years (2013-14, 2014-15; 2015-16)

7.1.4. The Bidder should submit a Power of Attorney as per the format at Form A3, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Form A4.

7.1.5. Any entity which has been barred by any State/ Federal Government (Indian or International) from participating in any project, and the bar subsists as on the bid due date, would not be eligible to submit a bid, either individually or as member of a Consortium.

7.1.6. The following conditions shall be adhered to while submitting a bid:

a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid submission and not, unless specifically requested, to other associated companies or firms.

7.2. General terms of Bidding

7.2.1. The Bid and all communications in relation to or concerning the RFP documents and the Bid shall be in English language.

7.2.2. The RFP documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid.
or any information provided along therewith.

7.3. Change in composition of the Consortium

7.3.1. Change in the composition of a Consortium or creation of a Consortium by a single entity bidder will not be permitted by the Authority during the Bidding Process. Bidding Process closes (the “Bidding Process”) with the signing of the Agreement to Lease.

7.4. Change in Ownership

7.4.1. After the Bidding Process and upto the lock-in period (the “Lock-in Period”) of 8 years from date of signing the Agreement to Lease, there shall be no change in constitution of the Consortium of the Bidder in case of a Consortium. Post the Lock-in Period, the Bidder can apply to the Authority and provide the details of any proposed change to receive the prior approval.

7.5. Verification and Disqualification

7.5.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

7.5.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

7.5.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

i. invite the remaining Bidders to submit their Bids in accordance with this RFP; or

ii. proceed in the manner set out in Section 7.5.4 below; or
iii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

7.5.4. In case it is found during the evaluation or at any time before signing of the Agreement to Lease or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LoI or entering into of the Agreement to Lease, and if the Selected Firm/Consortium has already been issued the LoI or has entered into the Agreement to Lease, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Winning Firm/Consortium or the Lessee, as the case may be, without the Authority being liable in any manner whatsoever to the Winning Firm/Consortium or Lessee. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security (if not already returned), as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP documents and/or the Agreement to Lease, or otherwise.

7.6. Right to accept and to reject any or all Bids

7.6.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and/or to annul the Bidding Process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

7.6.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability.
B. DOCUMENTS

7.7. Clarifications

7.7.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Section 5. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

7.7.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this section shall be taken or read or interpreted as compelling or requiring the Authority to respond to any question or to provide any clarification.

7.8. Amendment of RFP

7.8.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
C. PREPARATION AND SUBMISSION OF BIDS

7.9. Language

7.9.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid submission, the English language translation shall prevail.

7.10. Format and Signing of Bid

7.10.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be summarily rejected.

7.10.2. The Bidder shall submit the Bids in Hard Copy (the “Hard Copy”) as per the terms set in this RFP.

7.10.3. The Bid documents shall be typed or written in indelible ink. They shall be signed by the authorized signatory of the Bidder who shall also initial each page of the Bid documents (including Appendices) in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Such signed Bid documents shall be printed and submitted for Hard Copy submission. The Hard Copy of the Bid documents shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

7.10.4. For “Part IV: Financial Bid” the bidder shall submit the original signed copy marked as “ORIGINAL” on the envelope as well as the cover page. The process shall be adopted for the financial Bid of each of the plot, in case the bidder intends to submit bids for more than one plot. In case any bidder submits more than one copy of the Financial Bid for any of the plots, such bids shall be summarily rejected.

7.10.5. For the remaining parts (Part I, Part II and Part III) the bidders shall submit one original signed copy marked as “ORIGINAL” on the envelope as well as the Cover page. In addition to the original copy the bidder shall also submit three (3) additional copies each for these parts. These additional three (3) copies shall be marked as “DUPLICATE
COPY” on the envelope as well as the cover page.

7.10.6. In the event of any discrepancy between the different versions of the Hard Copy, the versions marked as “ORIGINAL” shall prevail.

7.11. Sealing and Marking of Bids

7.11.1. The Bidder shall submit the Bid in the format specified in the Bidding Forms (Section 12) of this RFP. The Bid shall be submitted in four separate parts as under:

■ Part I: Supporting documents to the Bid
■ Part II: Eligibility Submission
■ Part III: Technical Bid
■ Part IV: Financial Bid

ENVELOPE A - Part I: Supporting documents to the Bid

The documents shall include:

Form A1. Format for Letter of Bid;
Form A2. Bid Security in the prescribed format;
Form A3. Power of Attorney for signing of Bid in the prescribed format
Form A4. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format);
Form A5. If applicable, Copy of the Joint Bidding Agreement, in case of a Consortium;
Form A6. Anti-Collusion certificate;
Form A7. Format for Project Undertaking
Form A8. Format for Affidavit;
Form A9. Statement of Legal Capacity Signatory
The following documents corresponding to the Eligibility Submission shall be included as part of Part II – Eligibility Submission (the “Eligibility Submission”). Besides these, certification document from IBO/CIE/CBSE/CISCE will be required to be submitted.

ENVELOPE B - Part II: Eligibility Submission

Form B1. Particulars of the Bidder

Form B2. Technical Eligibility - Summary

Form B3. Technical Eligibility – Certification by IB/CIE and CBSE/CISCE if applicable

Form B4. Technical Eligibility - Certification by Statutory Auditor

Form B5. Financial Eligibility - Summary

Form B6. Financial Eligibility - Certification by Statutory Auditor

The following document corresponding to the Technical Bid shall be submitted as a part of Part III – Technical Bid (the “Technical Bid”) –

ENVELOPE C – Part III: Technical Bid

Details of International Experience (Forms C1, C2 and C3) mentioned below along with the corresponding proof documents and Certification by Statutory Auditor.

Form C1. Details of International School Experience

Form C2. Details of all Eligible Schools

Form C3: Details of Flagship School

The following document corresponding to the Financial Bid shall be submitted as a part of Part IV – Financial Bid (the “Financial Bid”)

ENVELOPE D – Part IV - Separate inner envelope for Each Plot with Plot Name on the cover (“Plot 1”, “Plot 2” and “Plot 3”) - Financial Bid
Form D. Financial Bid Letter (duly filled in to quote the “Lease Premium Rate per Sq. M” payable to the Authority).

Form D1. Financial Bid for National Day School for Plot 1

Form D2. Financial Bid for National Day School for Plot 2

Form D3. Financial Bid for National Day School for Plot 3

All the submissions discussed above (both “ORIGINAL” and “DUPLICATE COPY”), shall be placed inside four (4) separate envelopes for “ORIGINAL” and three (3) separate envelopes for “DUPLICATE COPY”. Each of these four (4)/ Three (3) envelopes shall be places in an Outer Envelope. The Outer Envelope shall be sealed, labelled as “BID FOR SELECTION OF THE DEVELOPER OF NATIONAL DAY SCHOOL IN AMARAVATI ON LEASEHOLD MODE” and NOT TO BE OPENED BEFORE THE DUE DATE/ TIME FOR BID SUBMISSION AND OPENING. In case of “ORIGINAL” the outer envelope shall be mentioned as “ORIGINAL” and in case of “DUPLICATE COPY” the outer envelope shall be mentioned as “DUPLICATE COPY”. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

The Financial Bid Envelope enclosing the bids for the up to three (3) plots shall be sealed securely, labelled as “FINANCIAL BID FOR SELECTION OF THE DEVELOPER OF NATIONAL DAY SCHOOL IN AMARAVATI ON LEASEHOLD MODE” and NOT TO BE OPENED BEFORE THE DUE DATE/ TIME FOR FINANCIAL BID OPENING.

Each of the envelopes shall be addressed to:

Commissioner
Andhra Pradesh Capital Region Development Authority (APCRDA)
Lenin Center, Governor Pet, VIJAYAWADA - 520002
ANDHRA PRADESH - INDIA.
Phone: +91 – 957 – 3353 - 425
Email: prajwal.k@apcrda.org

If the Hard Copy submissions are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

7.12. **Bid Due Date**

7.12.1. Bids should be submitted before the Bid submission closing time on the Bid Due Date by dropping them in the Bid Dropbox at the APCRDA Office address specified in Para-6 above as per the provisions set in the section 7.10 and 7.11 of the RFP.

7.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Section 7.8 uniformly for all Bidders.

7.13. **Late Bids**

7.13.1. Bids cannot be submitted after the specified time on the Bid Due Date. In such case, any attempt by the bidders to submit hard copies shall not be eligible for consideration and shall be summarily rejected.

7.14. **Modifications/ Substitution/ Withdrawal of Bids**

7.14.1. The Bidder may modify, substitute or withdraw its Bid submissions prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

7.14.2. The Hard Copy of the modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Section 7.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

7.14.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

7.15. **Validity of Bids**

7.15.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (the “Bid Validity Period”). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
7.16. Confidentiality

7.16.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is required/directed to do so under applicable laws or by any statutory entity that has the power under law to require such disclosure or such disclosure is required to enforce or assert any right or privilege of any statutory / governmental entity and/or the Authority.
D. BID SECURITY

7.17. Bid Security

7.17.1. The Selected Firm/Consortium’s Bid Security will be returned, without any interest, upon the Bidder signing the Agreement to Lease

7.17.2. The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

a) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by the Bidder from time to time;
8. EVALUATION OF BIDS

8.1. Opening and Evaluation of Bids

The Authority shall open the Responsiveness (Envelope A), Eligibility (Envelope B) & Technical Bids (Envelope C) at the specified time on the date and place specified in Section 5 in the presence of the Bidders who choose to attend. Financial Bids in Envelope D will be opened on another date as per date and place specified in Section 5. Detailed process is present below in Section 8.2.

8.2. Evaluation and Selection process

The evaluation and selection process for each bid will be carried out by the Authority over 4 sub-stages as detailed below.

8.2.1. First step - Tests of responsiveness of the bid

Prior to evaluation of Bids, the Authority shall determine whether each submission is responsive to the requirements of the RFP. As part of this assessment, the Authority shall open the Envelope-1 of the submission (“supporting documents to the bid”, as mentioned in Section 7.11) and assess if the submission is in conformity with the terms and conditions of the RFP. A Bid shall be considered responsive only if:

- it is received as per the format at Section 7.11
- it is received by the Bid Due Date including any extension thereof pursuant to Section 1.3;
- it is accompanied by the Bid Security as specified in Section 4.5;
- it is accompanied by the Power(s) of Attorney as specified in Section 7.1, as the case may be;
- it contains all the information (complete in all respects) as requested in this RFP;
- it does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
8.2.2. Second step – Evaluation of Eligibility

The Authority shall proceed to evaluate the Eligibility Submission (the “Eligibility Submission”) based upon the Documentary evidence submitted by the Bidders and the clarifications submitted by the Bidders in response to the clarifications sought by the Authority, if any, in support of their eligibility to the criteria mentioned in the RFP.

Bidders meeting the minimum Eligibility requirement as per Section 7.1.2. will be eligible for the next stage of the selection process i.e. opening of the Technical Bid. All such bidders shall be informed about their qualification and shall be invited for presentation as part of Technical evaluation (detailed below).

8.2.3. Third Step – Technical Qualification

In the third Step, Authority shall open the Technical bid of those Bidders (the “Eligible Bidders”) who are eligible as per Section 8.2.2. At this stage, scores will be given to the bidders based on technical qualification as mentioned below. All the bidders will be required to present the proposed project plan to APCRDA panel which will be given a separate score. Total score based on presentation and technical qualification will be given from a total of 100.

**Technical Evaluation**

Bidders will need to submit information against key parameters about School Performance, Non Academic Achievement, Operational Experience, Faculty quality, Infrastructure and Proposed Plan for Amaravati based on which a “Technical Score” (the “Technical Score”) will be generated. For some parameters (10-16), bidder need to choose a Flagship Eligible school and provide the details in Form C2.

**Definition of Eligible School (the “Eligible School”):** Eligible School shall mean the schools affiliated to CBSE/CISCE and are being owned, developed, operated and managed by the Bidder for not less than 10 years

**Flagship Eligible School (the “Flagship Eligible School”):** Bidder has to choose one Eligible School for comparison on parameters 10-16 of below table

Summation of scores of all parameters (No. 1 to No. 17) in the Technical Parameters Table below shall give the Technical Score of the Bidder (out of a Total of 100).
<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
<th>Bracket</th>
<th>Marks</th>
<th>Max marks (Total = 80)</th>
<th>Required Documentary Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Performance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Student: Teacher Ratio of all Eligible Schools</td>
<td>Less than and equal to 15:1</td>
<td>10</td>
<td>10</td>
<td>Supporting Document and Certification from Statutory Auditor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Between 15:1 to and including 20:1</td>
<td>7.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Between 20:1 to and Including 25:1</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Greater than 25:1</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Class X % of students scoring &gt; 85% for the last three years from all Eligible Schools</td>
<td>% in top 20% of the Eligible Bidders</td>
<td>5</td>
<td></td>
<td>Undertaking from Bidder and Board Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>% in top 20% to 50% of the Eligible Bidders</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Class XII % of students scoring &gt; 85% for the last three years from all Eligible Schools</td>
<td>% in top 20% of the Eligible Bidders</td>
<td>5</td>
<td></td>
<td>Undertaking from Bidder and Board Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>% in top 20% - 50% of the Eligible Bidders</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Non Academic Achievements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>State Level Participation in in Sports in last 3 years in Govt. Recognized events</td>
<td>Yes</td>
<td>5</td>
<td>5</td>
<td>Participation Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>International/National Level Participation in Sports in Govt. Recognized events in last 3 years</td>
<td>Yes</td>
<td>10</td>
<td>10</td>
<td>Participation Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Operational Experience</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Number of eligible schools operated and managed by Bidder</td>
<td>&gt;=10</td>
<td>5</td>
<td></td>
<td>Original Copy of School Prospectus and copy of Affiliation certificates for each Eligible School</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;=5</td>
<td>3</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Number of Class X batches (1 year – 1 Batch irrespective)</td>
<td>Number in top 20% of the Eligible Bidders</td>
<td>5</td>
<td>5</td>
<td>Board Certificates and Undertaking from the Bidder</td>
</tr>
</tbody>
</table>
## Faculty Quality

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Eligible Bidders</th>
<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of classes and schools) passed out</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number in top 20% - 50% of the Eligible Bidders</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<only full time faculty with min 1 year at School>

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Eligible Bidders</th>
<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Full Time Teacher with Masters along with Teaching qualification from all eligible Schools</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number in top 20% of the Eligible Bidders</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Eligible Bidders</th>
<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers received National Award in last 3 years</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=1 Teachers</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otherwise</td>
<td>0</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

## Infrastructure of Flagship Eligible School

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Eligible Bidders</th>
<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Titles/Student &gt;7.5 and Min Books 2500</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-7.5 and Min Books 2500</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otherwise</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Eligible Bidders</th>
<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labs for</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Chemistry</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Biology</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Physics</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Math’s</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Geography</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Languages</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Computer</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Any Other (to be mentioned in Form C2)</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement</th>
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<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports Facilities from:</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Cricket Ground</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Basket Ball Ground</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Football Ground</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Billiards Table</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Lawn Tennis</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Eligible Bidders</th>
<th>Percentage</th>
<th>Supporting Document</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports Facilities from:</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Cricket Ground</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Basket Ball Ground</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Football Ground</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Billiards Table</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Lawn Tennis</td>
<td>3</td>
<td></td>
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</tr>
</tbody>
</table>
### Request for Proposal

**Development of National Day Schools in Amaravati, Andhra Pradesh**

<p>| | | | |</p>
<table>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>f. Badminton Court</td>
<td>Otherwise</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>g. Squash Facilities</td>
<td>Otherwise</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>h. Gymnasium</td>
<td>Otherwise</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>i. Any other (please mention in Form C2)</td>
<td>Otherwise</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>Multipurpose Hall</td>
<td>Capacity &gt; Number of Students</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Otherwise</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>Independent studios for Visual Arts, Dance, Music, Clay modelling, Theatre etc.</td>
<td>&gt;=4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Otherwise</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>Swimming Pool</td>
<td>&gt;=1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Otherwise</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>Infirmary Facilities</td>
<td>&gt;=1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Otherwise</td>
</tr>
<tr>
<td></td>
<td>17</td>
<td>Concept Presentation on Project concept, Unique Value proposition to Amaravati, proposed investment and past experience</td>
<td></td>
</tr>
</tbody>
</table>

---

**Note:** Authority may call for additional details/information at any stage during the Bidding Process. Authority may appoint Independent agency to verify the above details at any stage.

*Qualified Bidders as per Section 8.2.2 will be invited to make a presentation to APCRDA on the School Proposal at Amaravati. Bidders will be given marks out 20 for presentation.*

*Notarized copy of requisite documents towards proof of experience is mandatory to consider an experience for evaluation. All the self-certified documents considered while evaluating the eligibility criteria and qualification criteria will be uploaded on APCRDA’s official website. Also, the Bidders will have to submit the soft copy of all the self-certified documents and undertakings in a CD.*
Qualification Process

1. Based on the above evaluation criteria, the Bidders will be given score from a total of 100.

2. All such bidders for whom the technical evaluation is undertaken, shall be listed in descending order of the scores and the percentile scores for each of the bidders shall be arrived at.

3. Based on the scoring, the “Shortlisted Bidders” (the “Shortlisted Bidder”) shall be identified based on either of the following two approaches depending on which approach results in bigger shortlist i.e. higher competition,
   - Top 5 Bidders based on the overall technical score out of 100
   OR
   - All bidders with score greater than 70% percentile mark

4. The Shortlist arrived at as per the Qualification Process detailed above shall be further considered for Financial Bid evaluation.
8.2.4. **Fourth Step – Opening of Financial Bids**

The financial Bid for the three plots as submitted by the technically qualified Bidders who were shortlisted as per the provisions of Para-8.2.4 above shall be opened as per the schedule set in the RFP.

For each of the plots, from amongst the Shortlisted Bidders, the Bidders shall be ranked H1, H2, H3 etc. in decreasing order based on the Financial Bid as per Form D of the RFP. The highest Financial Bid Quote (Lease Premium Rate per Sq. M.) submitted by H1 shall be announced the Highest Bid and H1 will be declared the Highest Bidder.

Since the RFP is part of a group of 4 RFPs, there are overall provisions governing this group of RFPs which provide for a methodology to select the Winning Bidder. The Methodology and provisions are explained in greater detail in Section 2 of this RFP document.

8.2.5. **Withdrawal by Highest Bidder**

In the event that the Highest Bidder for any land Plot withdraws for any reason after the selection as per the process outlined in Section 8.2.4., without prejudice to the rights and remedies of the Authority, the steps mentioned below shall be followed:

The Authority may write to the Next Available Bidder to match the Highest bid, failing which, the plot will be retendered.

8.2.6. **Issue of Letter of Intent**

a) After the declaration of Winning Bidder for each of the plots, the process described in Section 2 which deals with the Group of RFPs shall trigger in and the Winning Bidders shall be decided as per the Methodology and Process described at Section 2.

b) After selection of the Winning Bidder, a Letter of Intent (the “LoI”) shall be issued, in duplicate, by the Authority to the Winning Bidder and the Winning Bidder shall, within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Winning Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LoI, and the next eligible Bidder may be considered.
c) After acknowledgement of the LoI as aforesaid by the Winning Bidder, it shall execute the Agreement to Lease.

8.3. Clarifications

If a bidder does not provide clarifications sought within the prescribed time, its bid submissions shall be liable to be rejected. In case the submitted bid is not rejected, the Authority may proceed to evaluate the bid by construing and interpreting the particulars requiring clarification as per its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Authority.

8.4. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

8.5. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory/Governmental entity that has the power under law to require its disclosure or such disclosure is required to enforce or assert any right or privilege of any statutory or Governmental entity and/or the Authority or such disclosure is required by law or in connection with any legal process.

8.6. Correspondence with bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
9. FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the Highest standard of ethics during the Bidding Process and subsequent to the issue of the LoI and during the subsistence of the Agreement to Lease. Notwithstanding anything to the contrary contained herein, or in the LoI or the Agreement to Lease, the Authority shall reject a Bid, withdraw the LoI, or terminate the Agreement to Lease, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LoI or the Agreement to Lease, if a Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoI or the execution of the Agreement to Lease, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official, employee, agent or adviser of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoI or has dealt with matters concerning the Agreement to Lease or arising therefrom, before or after the execution thereof, at
any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoI or after the execution of the Agreement to Lease, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement to Lease, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project; or (iii) any violation of the (Indian) Prevention of Corruption Act, 1988, as amended from time to time.

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
10. PRE-BID CONFERENCE

Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only representatives of registered bidders (single firms or Consortiums) can attend the pre-bid conference. A maximum of three representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.

During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

The Bidders should note that any verbal response or information provided by the Authority during the Pre-Bid Conference is only for the information of the bidders and shall not constitute a part of the RFP documents. The Bidders are encouraged to submit their queries as per the set procedure which would be answered by the Authority.
11. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or

d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from this RFP including from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
12. BIDDING FORMS

Enclosures of the Bid
FORMAT FOR LETTER OF BID

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member
(in case of a Consortium)]

Date:

The Commissioner
Andhra Pradesh Capital Region Development Authority
Lenin Centre, Governorpet,
Vijayawada – 520 002
Andhra Pradesh, India

Request for Proposal (RFP) for Development of National Day School

Dear Sir,

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

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid project, and we certify that all information provided in the Bid and in all Forms and Appendixes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

2. This statement is made for the express purpose of applying as a Bidder for the aforesaid Project.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.

6. I/ We declare that:

   i. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

   ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 9 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

   iv. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Section 11 of the RFP document.

8. I/ We believe that we/ our Consortium satisfy(s) the Technical and Financial Eligibility criteria and meet(s) all the requirements as specified in the RFP document.

9. I/ We declare that we/ any Member of the Consortium are not a Member of a/ any other Consortium applying for RFP.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium have not been convicted by a court or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a court.
12. I/We further certify that no investigation by a regulatory Authority is pending either against us/ any Member of the Consortium or against our CEO or any of our directors/ managers/ employees.

13. I/We further certify that we/ any Member of the Consortium are not barred by the Central Government or State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

15. The Statement of Legal Capacity as per format provided at Form A9 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided at Form A3 and A4 respectively of the RFP, are also enclosed.

16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or a Society registered under the Societies Registration Act, 1860, or a Trust under the Indian Trusts Act, 1882.

17. I/ We undertake that I/we shall comply with the School Education policies of Government of India and Government of Andhra Pradesh and shall be responsible to obtain No Objection Certification and/or authorization from various departments of the Government of India/Government of Andhra Pradesh as may be required for the operation of the School and I/we further undertake to constitute ourselves if required into such a legal status as may be required under the National and/or State Laws/Policies.

18. I/We have gone through the Land Allotment documents of APCRDA viz. Land Allotment rules, Land Allotment regulations and various standing orders and we understand that this transaction shall be governed by the provisions of the said documents.

19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

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 Authorized Signatory)

Place:  Name and seal of the Bidder/ Lead Member

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Form A2

BANK GUARANTEE FOR BID SECURITY

(Refer Sections 4.5 of the RFP Document)

B.G. No.  Dated:

1. In consideration of you, ……………………………., having its office at ……………., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …………………… (a company registered under the Companies Act, 1956/ 2013 or a Society registered under the Societies Registration Act, 1860 or a Trust under the Indian Trusts Act, 1882) and having its registered office at ……………………. (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” 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 Leasehold 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 agreement to lease (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at …………………...
....................... and one of its branches at .......................... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Section 4.5 of the RFP Document, irrevocably, unconditionally and without reservation Guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ............ (Rupees .......................... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said RFP documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ............ (Rupees .......................... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether
the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said RFP documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to
[name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. …….. crore (Rupees ………………………… crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before […… (indicate date as per the terms of the RFP)].

Signed and Delivered by ……………………… Bank

By the hand of Mr./Ms …………………, its ……………… and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
Form A3

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We…………………………………………. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ………………… son/daughter/wife of ………………………………… and presently residing at …………………., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ……………………………, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the …………………………… Project proposed or being developed by the ………………………………… (the “Authority”) including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including Agreement to Lease and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement to Lease.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, ......................................, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ........ DAY OF ........... 2....

For

........................................

(Signature, name, designation and address)

Witnesses:

1. (Notarised)

2.

Notes:

- To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bid should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bid.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.
POWER OF ATTORNEY

Whereas the …………………………… (“the Authority”) has invited bids from interested parties for the …………………………… Project (the “Project”).

Whereas, ……………………………, ……………………………, ……………………………, ……………………………, …………………………… (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …………………………… having our registered office at ……………………………, M/s. …………………………… having our registered office at ……………………………, M/s. …………………………… having our registered office at ……………………………, and …………………………… having our registered office at ……………………………, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S …………………………… having its registered office at ……………………………, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do
on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, accept the Letter of Intent, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Agreement to Lease is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……………….. DAY OF …………. 2…….

For ………………………
(Signature)

……………………
(Name & Title)

For ………………………
(Signature)

……………………
(Name & Title)

For ………………………
(Signature)

……………………
(Name & Title)
Witnesses:

1.

2.

………………………………………………

(Executants)

(To be executed by all the Members of the Consortium)

Note:

■ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

■ Also, 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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

■ For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.
JOINT BIDDING AGREEMENT

(Refer Section 7.1)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ……….. day of ……….. 20…

AMONGST

1. …………. Limited, a company incorporated under the Companies Act, 1956/2013 or a Society registered under the Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 and having its registered office at ………… (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. …………. Limited, a company incorporated under the Companies Act, 1956/2013 or a Society registered under the Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 and having its registered office at ………… (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {………. Limited, a company incorporated under the Companies Act, 1956/2013 or a Society registered under the Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 and having its registered office at ………… (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}
The above mentioned parties of the FIRST, SECOND, [THIRD] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) Andhra Pradesh Capital Region Development Authority (APCRDA), established under the Andhra Pradesh Capital Region Development Authority Act, 2014, represented by its Commissioner and having its principal offices at Lenin Center, Governorpet, Vijayawada – 520 002, Andhra Pradesh, India (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal No. ............. dated ............. (the “RFP”) for development of National Schools In Amaravati Capital city on Leasehold basis.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

   In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.
3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder, all the parties of the Consortium will have to get into a legal Agreement to execute the Project for at least Nine (9) years from the date of execution of Agreement to Lease.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- Party of the First Part shall be the Lead member of the Consortium and shall satisfy the Financial Eligibility and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process;
- Party of the Second Part shall be {the Member of the Consortium;}
- Party of the Third Part shall be the {Member of the Consortium; and}

5. Ownership and Lock-in

5.1 The Parties undertake to adhere to the provisions of the Change in Ownership as per Section 7.4 of the RFP document.

5.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement to Lease.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;
- The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/
power of attorney in favor of the person executing this Agreement for the
delegation of power and Authority to execute this Agreement on behalf of the
Consortium Member is annexed to this Agreement, and will not, to the best of
its knowledge:

a. require any consent or approval not already obtained;

b. violate any Applicable Law presently in effect and having applicability to
   it;

c. violate the memorandum and articles of association, by-laws or other
   applicable organizational documents thereof;

d. violate any clearance, permit, concession, grant, license or other
   governmental authorization, approval, judgement, order or decree or any
   mortgage agreement, indenture or any other instrument to which such
   Party is a party or by which such Party or any of its properties or assets are
   bound or that is otherwise applicable to such Party; or

e. create or impose any liens, mortgages, pledges, claims, security interests,
   charges or encumbrances or obligations to create a lien, charge, pledge,
   security interest, encumbrances or mortgage in or on the property of such
   Party, except for encumbrances that would not, individually or in the
   aggregate, have a material adverse effect on the financial condition or
   prospects or business of such Party so as to prevent such Party from
   fulfilling its obligations under this Agreement;

- this Agreement is the legal and binding obligation of such Party, enforceable
  in accordance with its terms against it; and
- there is no litigation pending or, to the best of such Party's knowledge,
  threatened to which it is a party that presently affects or which would have a
  material adverse effect on the financial condition or prospects or business of
  such Party in the fulfilment of its obligations under this Agreement.

7. Termination
This Agreement shall be effective from the date hereof and shall continue in full force and effect until the signing of the Agreement to Lease, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)  (Signature)
(Name)      (Name)
(Designation)  (Designation)
(Address)     (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
{Name)
(Designation)
(Address)
In the presence of:

1. 

2. 
FORMAT FOR ANTI-COLLLUSION CERTIFICATE

ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this ______________ Day of ______________, 200_

Name of the Bidder

____________________

Signature of the Authorised Person

____________________

Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.
FORMAT FOR PROJECT UNDERTAKING

The Vice Chairman,
Andhra Pradesh Capital Region Development Authority,
Lenin Center, Governorpet, Vijayawada - 520002, A.P, India

Re: Development of National Day School in Amaravati

We have read and understood the Bid Document in respect of the captioned project provided to us by APCRDA.

We hereby agree and undertake as under:

- Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- We are not barred by APCRDA, Government of India, Government of Andhra Pradesh, any state government, any Foreign Government or any of their agencies from participating in similar projects.

Dated this ______________ Day of ______________, 201__.

Name of the Bidder

______________________________________________________

Signature of the Authorised Person

______________________________________________________

Name of the Authorized Person

Note: To be signed by the Lead Member in case of a Consortium.
FORMAT FOR AFFIDAVIT

(Separate Affidavits are to be submitted by each member in case bidder is a Consortium)

(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

- I, the undersigned, do hereby certify that all the statements made in the Bid are true and correct
- The undersigned also hereby certifies that neither our firm M/s…………….. nor any of its directors / constituent partners have abandoned any work in India and/or abroad nor any contract awarded to us
- The undersigned hereby authorize(s) and request(s) any Bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by APCRDA to verify this statement or regarding my (our) competence and general reputation
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the APCRDA

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date
FORM A9

FORMAT FOR STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

..........................
..........................
..........................

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ................. (insert member’s name) will act as the Lead Member of our Consortium. We have agreed that ................. (insert individual’s name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of..........................
Eligibility Submission
GUIDELINES FOR PROVIDING INFORMATION RELATED TO TECHNICAL ELIGIBILITY

■ The Bidder/ Member shall submit its financial statements as per IFRS.

■ The Statutory Auditor issuing the certification for Technical Eligibility of the Bidder must hold a valid Certificate of Practice.

GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL ELIGIBILITY

■ The Bidder should provide the Financial Eligibility based on its own audited financial statements.

■ Instructions for calculation of Financial Eligibility:

– Cash Accruals = Profit After Tax + Depreciation

– Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

– The Bidder shall provide audited Annual Reports as required under this Bid Document. For a Consortium, audited Annual Reports of all Members shall be provided.

– In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.
Form B1

PARTICULARS OF THE BIDDER

1 (a) Name
   (b) Country of Incorporation
   (c) Address of the corporate headquarters and its branch office(s), if any, in India
   (d) Date of incorporation and/or commencement of business

2 Brief description of the Company including details of its main lines of business and proposed roles and responsibilities in this Project.

3 Particulars of individual(s) who will serve as the point of contact/communication for the Bidder:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone No:
   (f) E-mail Address:
   (g) Fax No:

4 Particulars of the Authorised Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone No.
   (e) E-mail address:
   (f) Fax No.
5 In case of Consortium:

- The information above (1-4) should be provided for all the Members of the Consortium
- A copy of the Jt. Bidding Agreement as envisaged in Form A5 should be attached to the Bid.
- Information regarding role of each Member should be provided as per table below

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Role of the Member</th>
<th>Percentage of equity in the Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7 The following information shall also be provided for the Bidder, including each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder/ constituent of the Consortium been barred by the Central/ State/ Foreign Government, or any entity controlled by it, from participating in any project?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to 1 is yes, does the bar subsist as on the date of Bid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Criteria</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>3.</td>
<td>Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8 A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):
**Form B2**

**DETAILS OF SCHOOL SATISFYING TECHNICAL ELIGIBILITY**

**DETAILS ON TECHNICAL ELIGIBILITY**

1. Name of the Applicant : 
2. Year of Establishment : 
3. Nature of organization : 
4. Registration details : 
5. Number of eligible Schools : 
6. Number of years of managing eligible Schools : 
7. Number of students in Eligible Schools : 
8. Board Affiliation along with Registration No. : 
9. Medium of Instruction of Eligible School : 
10. Performance of Applicant : (please fill table below)

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Xth Standard</th>
<th>XIIth Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No. of students Appeared</td>
<td>No. of students Appeared</td>
</tr>
<tr>
<td></td>
<td>with 7 CGPA and Above</td>
<td>with 9 CGPA and Above</td>
</tr>
<tr>
<td>2013-14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(Signature, name and designation of the authorized signatory)
CERTIFICATION BY CBSE/CISCE/STATE BOARD (CERTIFICATION TO BE ATTACHED)
FORM B4

TECHNICAL ELIGIBILITY

CERTIFICATION BY STATUTORY AUDITOR

(For the information listed in Form B2 against referred Schools, the certification is to be submitted)
## NET WORTH AND NET CASH ACCRUALS FORM

<table>
<thead>
<tr>
<th>Bidder Type</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>TOTAL CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Worth (Rs. Crore)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash (Rs. Crore)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name & address of Bidder’s Bankers:

For conversion of other currencies into rupees, see notes below,

*Signature of Authorised Person*
TURNOVER FORM

<table>
<thead>
<tr>
<th>Year</th>
<th>Member 1</th>
<th>Member 2</th>
<th>Member 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover for the past 3 years</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

- The filled up Form B5 to be signed by an authorized signatory of the bidder.
- The information mentioned in the Form B5 shall be certified as per the requirements specified in the Section 7.1.2.
- The formats for such certifications are included in Form B6.
- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty-five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- The Bidder should provide details of its own Financial Eligibility
- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - reflect the financial situation of the Bidder or Consortium Members
be audited by a statutory auditor;

– be complete, including all notes to the financial statements; and

– correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

■ Net Cash Accruals shall mean Profit After Tax + Depreciation.

■ Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

■ The Bidder shall provide an Auditor’s Certificate specifying the Net Worth and Net Cash Accrual of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Net Cash Accrual in accordance with Section 7.1.2. of the RFP document.
**REQUEST FOR PROPOSAL**

**Development of National Day Schools in Amaravati, Andhra Pradesh**

---

### Form B6

**FORMAT FOR CERTIFYING FINANCIAL ELIGIBILITY**

*(For the information listed in Form B5 against each of the referred projects, the certification is to be submitted as per the Evidence requirements specified in Section 7.1.2.)*

---

**CERTIFICATION BY STATUTORY AUDITOR**

This is to certify that M/s ____________________ *(Name of the Bidder)* has Net Worth and Cash Accruals (calculated in accordance with the RFP Document) as set out in the following tables:

#### Net Worth and Net Cash Accruals

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars as per the Audited Balance Sheet</th>
<th>Year ......</th>
<th>Year ......</th>
<th>Year ......</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Net Cash Accruals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Profit After Tax (PAT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Depreciation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Net Cash Accruals = (1+2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Net Worth</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Subscribed and Paid up Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reserves</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Revaluation reserves</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Miscellaneous expenditure not written off</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8 | Reserves not available for distribution to equity shareholders |
---|---
10 | **Net Worth = (4+5-6-7-8)**

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

**Note:**

- The information mentioned in the Form B5 shall be certified as per the requirements specified in the Section 7.1.2.
- The formats for such certifications are included in Form B6.
- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty-five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- The Bidder should provide details of its own Financial Eligibility
- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - reflect the financial situation of the Bidder or Consortium Members
– be audited by a statutory auditor;

– be complete, including all notes to the financial statements; and

– correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

■ Net Cash Accruals shall mean Profit After Tax + Depreciation.

■ Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

■ The Bidder shall provide an Auditor’s Certificate specifying the Net Worth and Net Cash Accrual of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Net Cash Accrual in accordance with Section 7.1.2. of the RFP document.
Technical Bid Submission
## SCHOOL EXPERIENCE

(With affiliation from CBSE/CISCE/State Board)

Name of the Bidder (Member in case of Consortium):

<table>
<thead>
<tr>
<th>S. No</th>
<th>Experience Parameters</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of Eligible Schools managed by Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Class X Batches passed out from Eligible Schools</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Students Strength</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Teachers Strength</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Curriculum (Board) Followed</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Class X results of students scoring &gt; 85% for the last three years for eligible Schools</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Class XII results of students scoring &gt; 85% for the last three years for eligible Schools</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Has there been State Level Participation in in Sports in last 3 years in Govt. Recognized events (mention Yes and furnish certificate)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Has their National Level Participation in in Sports in last 3 years in Govt. Recognized events (mention Yes and furnish certificate)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Full time Teacher with Masters along with Teaching qualification from all eligible Schools</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Teachers received National Award in last 3 years</td>
<td></td>
</tr>
</tbody>
</table>
Signatures of the Bidder (Name & Designation of the Authorized Signatory for and on behalf of the Bidder)

Place:

Date:

Note:

Notarised copy of requisite documents towards proof of experience is mandatory to consider an experience for evaluation.
## DETAILS OF FLAGSHIP NATIONAL SCHOOL

**Name of the Bidder (Member in case of Consortium):**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of School</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Number of Students</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Year of Start of Operations</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total Teaching Staff</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Library Size</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Number of Books in Library</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Labs Available (mark Yes if available)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A Chemistry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B Biology</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C Physics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D Maths</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E Geography</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F Languages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>G Computer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H Any Other – please mention</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Sports Facilities Available (mark Yes If available)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A Cricket Ground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B Basketball Court</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C Football Ground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D Billiards Table</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E Lawn Tennis Court</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F Badminton Court</td>
<td></td>
</tr>
<tr>
<td></td>
<td>G Squash Facilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H Gymnasium</td>
<td></td>
</tr>
<tr>
<td></td>
<td>I Any other, please mention</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Multipurpose Hall Available (mark Yes if Available)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capacity of Multipurpose Hall (if Yes)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Number of Independent studios for Visual Arts, Dance, Music, Clay modelling, Theatre etc.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Details of Independent studios for Visual Arts, Dance, Music, Clay modelling, Theatre etc.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Swimming Pool (Yes if available)</td>
<td></td>
</tr>
</tbody>
</table>
Signatures of the Bidder (Name & Designation of the Authorized Signatory for and on behalf of the Bidder)

Place:

Date:
Financial Bid Submission
RFP for Allotment of Plot for “National Day School for Plot 1” in Amaravati

1. I Shri/ Smt/ Ms.__________________S/D/W/o________________ duly authorized by ___________ Society/ Trust/ Partnership Firm/ Private / Public Limited Company to submit this Bid, here by submit the Bid in the form of the premium rate per Sq. M specified in the table below for Allotment of Plot for National Day School in Amaravati for Plot 1.

2.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Area of plot</th>
<th>Financial Bid (Lease Premium per sq. m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Sq. M)</td>
<td>Rs.. In Figure</td>
</tr>
<tr>
<td>Plot for National Day School in Amaravati</td>
<td>Approx. 8000</td>
<td></td>
</tr>
</tbody>
</table>

3. Should this Bid be accepted, I/We hereby agree to tender by and fulfil all terms and provisions of the said condition of the lease set forth in the RFP document or in default, thereof to forfeit Bid Security & pay to the APCRDA the sums of money mentioned in the said condition.

4. A separate sealed Envelope ‘A’ duly super scribed containing in the form A2 as Bid Security the full value of which is to be absolutely forfeited to the APCRDA without prejudice to any other rights or remedies of the APCRDA should I/We fail to deposit the balance amount of premium and tax as applicable, if any, within 45 (Forty-Five) days of the of issue of Notice of Acceptance or to execute the Agreement within the time specified in the RFP document notice.

Signature of Witness                     Signature of the Authorized Signatory

Dated - / /20XX                           Dated - / /20XX

Name:

Address of the Witness

Occupation of the Witness
Form D2

RFP for Allotment of Plot for “National Day School for Plot 2” in Amaravati

1. I Shri/Smt/Ms_________________S/D/W/o________________ duly authorized by ____________ Society/Trust/Partnership Firm/Private/Public Limited Company to submit this Bid, here by submit the Bid in the form of the premium rate per Sq. M specified in the table below for Allotment of Plot for National Day School in Amaravati for Plot 2-

2.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Area of plot</th>
<th>Financial Bid (Lease Premium per sq. m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Sq. M)</td>
<td>Rs. In Figure</td>
</tr>
<tr>
<td>Plot for National Day School for Plot 2 in</td>
<td>Approx. 8000</td>
<td>Rs. In Words</td>
</tr>
<tr>
<td>Amaravati</td>
<td></td>
<td></td>
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</tbody>
</table>

3. Should this Bid be accepted, I/We hereby agree to tender by and fulfil all terms and provisions of the said condition of the lease set forth in the RFP document or in default, thereof to forfeit Bid Security & pay to the APCRDA the sums of money mentioned in the said condition.

4. A separate sealed Envelope 'A' duly super scribed containing in the form A2 as Bid Security the full value of which is to be absolutely forfeited to the APCRDA without prejudice to any other rights or remedies of the APCRDA should I/We fail to deposit the balance amount of premium and tax as applicable, if any, within 45 (Forty-Five) days of the of issue of Notice of Acceptance or to execute the Agreement within the time specified in the RFP document notice.

Signature of Witness                                    Signature of the Authorized Signatory

Dated - / /20XX                                  Dated - / /20XX

Name:                                                                                                   

Address of the Witness

Occupation of the Witness
## Form D3

### RFP for Allotment of Plot for “National Day School for Plot 3” in Amaravati

1. **IShri/Smt/Ms_____________S/D/W/o_____________ duly authorized by _____________ Society/Trust/Partnership Firm/Private/Public Limited Company to submit this Bid, here by submit the Bid in the form of the premium rate per Sq. M specified in the table below for Allotment of Plot for National Day School in Amaravati for Plot 3**.

2. **| Particulars               | Area of plot | Financial Bid (Lease Premium per sq. m.) |
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</thead>
<tbody>
<tr>
<td></td>
<td>(Sq. M)</td>
<td>Rs.. In Figure</td>
</tr>
<tr>
<td>Plot for National Day</td>
<td>Approx. 8000</td>
<td></td>
</tr>
<tr>
<td>School for Plot 3 in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amaravati</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Should this Bid be accepted, I/We hereby agree to tender by and fulfil all terms and provisions of the said condition of the lease set forth in the RFP document or in default, thereof to forfeit Bid Security & pay to the APCRDA the sums of money mentioned in the said condition.

8. A separate sealed **Envelope 'A'** duly super scribed containing in the form A2 as **Bid Security** the full value of which is to be absolutely forfeited to the APCRDA without prejudice to any other rights or remedies of the APCRDA should I/We fail to deposit the balance amount of premium and tax as applicable, if any, within 45 (Forty-Five) days of the of issue of Notice of Acceptance or to execute the Agreement within the time specified in the RFP document notice.

**Signature of Witness**

**Signature of the Authorized Signatory**

**Dated - / /20XX**

**Dated - / /20XX**

**Name:**

**Address of the Witness**

**Occupation of the Witness**
PART 3 – CONTRACT AGREEMENTS
13. AGREEMENT TO LEASE