



**RFP Ref. No.F.2 (365) DHE/UDCA/2019(L-II)**

**Government of Tripura  
Department of Higher Education, Tripura**

**E-Tender call Notice**

**Request for Proposal (RFP)**

**For Selection of Suitable Private Sector Partners for Operation, Maintenance and Management of 5 (Five) proposed new General Degree Colleges (GDCs) in Tripura at Jirania, Old Agartala, Kakraban, Kadamtala, Panisagar.**

**Directorate of Higher Education  
Shiksha Bhavan  
Government of Tripura  
Agartala  
Tripura West – 799001**

## DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Directorate of Higher Education or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP is being issued by the Directorate of Higher Education inviting education institutions to the state of Tripura on Public-Private-Partnership (PPP) basis as identified in this RFP. Interested Bidders are required to submit their bids to implement the Project.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. While the RFP has been prepared in good faith with due care and caution, the Directorate of Higher Education does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or miss-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This RFP document may not be appropriate for all persons and it is not possible for Directorate of Higher Education and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

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 Directorate of Higher Education accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this RFP may be based. Liability, therefore, if any, is hereby expressly disclaimed. The Directorate of Higher Education may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

The Directorate of Higher Education further reserves the right not to proceed with the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid. The Directorate of Higher Education 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 Bidder shall bear all costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal. The Directorate of Higher Education reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that Directorate of Higher Education is bound to select a Bidder. The Directorate of Higher Education shall not be liable for any costs or damages arising from the same. The Directorate of Higher Education is also not bound to take any subsequent actions.

The Directorate of Higher Education reserves the right not to proceed with this RFP or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, submitting a proposal.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid does not ensure selection of the Bidder.

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## 1. Notice Inviting Tender

Electronic Bids are hereby invited by the Director, Higher Education on behalf of Governor of Tripura under two bid e-procurement systems from reputed educational institutions/groups for Operation, Maintenance and Management of 5 proposed new GDCs in Tripura under the PPP mode for the Directorate of Higher Education, Tripura.

a.	e-Tender Ref. No	<b>No. 2(365) DHE/UDCA/2019(L-II)</b>
b.	Name of work	Operation, Maintenance and Management of 5 GDCs in Tripura under the PPP mode
c.	Details of Website where e-Tender Paper is available	<a href="https://www.tripuratenders.gov.in">https://www.tripuratenders.gov.in</a>
d.	E-tender Publishing date and time	<b>23/10/2020 (5:30 PM)</b>
e.	Earnest Money Deposit (EMD)	<b>Rs. 50,000 (Rupees Fifty Thousand only)</b> to be submitted online via the payment gateway in the e-tender portal.
f.	Tender fee	<b>Rs.2,000 (Rupees Two thousand only)</b>
g.	Date of Pre Bid Consultative Meeting with place of meeting	<b>13/11/2020 from 11:00 AM (tentatively). To be conducted Online using Google Meet.</b> Interested agencies are required to provide their respective credentials in the following mail id within 12/11/2020 05:00 PM. “rusatripura@gmail.com”
h.	Last date of issuance of corrigendum	<b>20/11/2020 (5:00 PM)</b>
i.	Bid submission start date	<b>21/11/2020 (10:00 AM)</b>
j.	Last date of submission of bids.	<b>10/12/2020 (5:00 PM)</b>
k.	Date of Pre-qualification bid and Technical Bid opening	<b>11/12/2020 (11:00 AM)</b>
l.	Date of Financial Bid opening	Will be separately notified to the Technically shortlisted/ Qualified bidders
m.	Performance guarantee	<b>Rs. 5 lacs (Rupees Five lacs only)</b> in the form of Demand Draft/Bank Guarantee drawn in favour of “Director, Higher Education, Tripura” from any Nationalized/ Scheduled Bank guaranteed by the Reserve Bank of India, payable at Agartala. Performance Guarantee can be submitted within 15 (fifteen) days after award of the RFP.
n.	Bid Validity	<b>180 days</b>

To participate in the e-tendering process, the Bidder/Tenderer has to register with the NIC portal i.e. <https://tripuratenders.gov.in>. Interested bidders may download the e-tender paper from website and upload the complete electronic tender papers in the website <https://tripuratenders.gov.in> after Pre-Bid consultative meeting. The firms desirous of applying for undertaking this work of PPP should meet all criteria as per e-tender enquiry.

There will be no restrictions for the private parties for submission of proposal to multiple locations for setting up of Colleges.

Bidders should upload e-tender form and their bids, duly signed relevant papers etc. as detailed in the e-tender document on the website <https://tripuratenders.gov.in> before closing date & time.

In case of any un-scheduled holiday(s) or occurrence of some event beyond control of the bid inviting authority on the day of opening, the e-tenders will be opened on the next working day at the same time.

## 2. Introduction

### 2.1. Overview

The Department of Higher Education, Government of Tripura is responsible for monitoring the overall education system and institutions in the state, including General Degree Colleges, Professional & Technical Colleges and Teacher's Training Colleges.

Among other objectives, the department aims to –

- Create a large pool of skilled manpower in Tripura
- Improve the Quality of education and
- Promote Tripura as an Educational Hub

### 2.2. Vision of the Department

The Department of (Higher) Education, Government of Tripura is committed to increasing choice and access to quality higher education. In order to further this endeavor, the department intends to invite established education providers under the Public Private Partnership (PPP) model to operate, maintain and manage Higher Educational Institutes in the state.

### 2.3 Background

The lack of access and quality of higher education is one of the key challenges that confront the state and affects the human development. It also adversely affects the larger goals and objectives of the state to become a knowledge society. In order to address this challenge, The Government of Tripura has identified 5 locations to operate, maintain and manage colleges under the PPP model. The government is planning to invite private participation in higher education, for which, unutilized infrastructure vested under its control have been identified for the colleges that will be handed over to the private partners post upgradation and renovation of the existing facilities. The department has identified PPP as the preferred vehicle to implement this initiative and in this private education providers would be selected to operate, maintain and manage the colleges in the identified locations under the Modified Management Contract through a competitive bidding process. The Five locations where the Government intends to start Colleges in PPP mode are Jirania, Old Agartala, Kakraban, Kadamtala, Panisagar,.

Sl. No.	Location	Identified Existing Infrastructures	Land Area (in acres)	Built Up Area (in sq. m)
1.	Jirania	Ranirgaon H.S. School	6.180	933.9
2.	Old Agartala	Tulakona High School	6.780	842.5
3.	Kakraban	Old Building of Kakraban DIET College	5.000	783.8
4.	Kadamtala	Kabiguru Rabindranath J.B School	5.000	554.48
5.	Panisagar	Rowa High School	5.000	662.5

Note: Land shall be properly demarcated through Revenue authorities before it is handed over on right to use basis by the Department of Higher Education.

### 3. Terms of Reference:

#### 3.1. Roles & Responsibilities:

##### 3.1.1. Roles & Responsibilities of the Department of Higher Education, Tripura:

- a. As a part of the Concessionaire Agreement, the Department of Higher Education, Government of Tripura, on its part will not transfer/lease out the property of the institute or the land therein to the private partners and the property will be provided on a right to use basis only for a period of **10 years** and extended for a further period of **10 (ten) years** based on the performance of the party after doing renovation and maintenance on as is where is basis for the respective GDCs to the selected private partner(s), free from any encumbrances for operations, maintenance and management of the same for the duration of the Concessionaire Agreement period. The private partner shall only manage the institute. Government will not construct any new building. No compensation will be given to the private partners for any additional physical infrastructures, if any, developed within the premises of the land provided for running the proposed College, at the time of termination of the contract. The private parties will not be allowed to mortgage or lease or transfer the land allotted to them for any commercial purposes.
- a. The Government will repair/renovate the existing physical infrastructure of the identified schools required to start the Colleges at the cost to be borne by the State Government. The identified school premises will be handed over upon such refurbishing to the eligible private partners on ready to use basis. No furniture, equipments or other infrastructural facilities to start the Colleges will be provided by the State Government. These are to be arranged by the private partners on the locations given to them as per necessity and norms at their own cost and responsibility. List of fund that will be spent by the Government to repair the building is specified below:

Sl. No.	Location	Name of existing Schools which are to be converted into College	Estimated cost (In lakhs)
1.	Jirania	Ranirgaon H.S. School	79.34
2.	Old Agartala	Tulakona High School	83.57
3.	Kakraban	Old Building of Kakraban DIET College	60.67
4.	Kadamtala	Kabiguru Rabindranath J.B School	66.16
5.	Panisagar	Rowa High School	63.84
		<b>Total:</b>	<b>356.58</b>

- b. The Department of Higher Education, Tripura will not create any new infrastructure (viz. classrooms, hostels etc.) or further upgrade the infrastructure, or provide furniture, teaching aids/smart classrooms etc. once the facilities have been handed over, and any such improvements, if required, need to be done by the private partner at their own expenses.
- c. The Department of Higher Education, Tripura will facilitate obtaining the required approvals and accreditations from the respective authorities by the private partner for smooth running of the regular courses/programmes.
- d. It will be the responsibility of the Department of Higher Education, Tripura to fill up the free seats offered by the Concessionaire through its own counselling/admission process.
- e. No financial assistance will be provided by the State Government to the agency.



### **3.1.2. Roles & Responsibilities of the Private Partners/ Concessionaire**

- a. The selected partner (s), upon taking the handover of the premises, shall be free to create new infrastructure (viz. classrooms, hostels etc.) or further upgrade the infrastructure, furniture, teaching aids/smart classrooms etc. as required for operation of the institute, seeking the necessary approvals / clearances and running them as per the prevailing norms/guidelines set by the Government from time to time at their own cost, for a period of **10 (ten) years** in terms of the provisions of the Agreement, which may be extended by another **10 (ten) years**, depending on the satisfactory performance of the partner to be assessed by a process to be devised by Department of Higher Education, Government of Tripura from time to time.
- b. The private parties desirous to inspect the locations are welcome to do so by submitting a formal request to the Department. The Department will extend assistance to organise a visit of the parties with prior information to and in coordination with the Directorate of Higher Education, Tripura. Demographic information may be sought for each of the locations. The Government would support to provide any available, accessible and permissible data /information.
- c. The parties are expected to bear all costs associated with the location and site assessment and other costs associated with the market assessment for the said locations.
- d. The Colleges may compete within the guidelines of available scholarships such as NEC, Post Matric, Ishan Uday and scholarship provided by other department of the state Government such as ST, SC, Minority welfare department, subject to the rules/guidelines of the concerned scheme.
- e. Bidders may visit the existing building and only then bid.

Additionally, the roles and responsibilities with the private partner will be as follows:

- a. Engagement of the requisite teaching and non-teaching staff required for the day to day functioning of the College.
- b. Creation and maintenance of enabling infrastructure required to extend an engaging and intuitive learning environment.
- c. All and any other activities required to further the cause of providing good quality education including but not limited to training and capacity building of staff, placements, repair and maintenance, refurbishment and if required, upgradation of infrastructures support amongst others.
- d. Promotion of the Institute(s)
- e. The bidders shall have to offer a certain number of free seats, it intends to offer to the Department of Higher Education, Government of Tripura in regular courses in every academic year, in the Institute, in terms of percentage of aggregate seats available (in regular courses) in such academic year, across all existing streams/branches/courses wise in the Institute.

The percentage figure to be quoted in the Financial Proposal should be in whole numbers. By way of abundant caution, it is hereby clarified that in the event of any increase in the number of seats/number of branches in the Institute during the Agreement period, the successful bidder shall ensure that the number of free seats made available to the

Department of Higher Education, Government of Tripura in terms hereof shall be proportionately increased.

- f. The Concessionaire is not bound to provide any free seats in non-regular courses to the Department of Higher Education, Tripura. This will be as per the fee structure of the respective distance education courses of the University or the certifying authority.
- g. The bidders are free to determine the fees for the rest of the seats (other than the free seats) and the courses, based on their own market assessment and of the paying capacity of the students in the catchment areas.
- h. In case the Department of Higher Education, Tripura fails to fill up any of the free seats, the Concessionaire shall be free to admit any students for those vacant seats and collect fees at the rates as has been fixed by the Concessionaire for the non-Free Seats after due approval from the department
- i. All the faculty, non-teaching staff and support staff will be selected by and will be on the rolls of the private partner. The Government undertakes no liability to provide salary, emoluments, wages, dispute compensation, PF, ESIS, government job etc. to any employee of the private partner.
- j. The private partner will have to ensure qualified faculties as per the norms of UGC/AICTE or any other such statutory bodies whichever is applicable.
- k. At the end of agreement period, the Private Partner(s) shall handover the Colleges back to the Government, free from all encumbrances.
- l. The private partner shall have to start the College latest in the academic year, next following, the academic year in which the MoU is signed with the Department of Higher Education. Thus, if the MoU is signed in academic year 2020-21, the College must start operations, latest by academic year 2022-23. If they fail to start the College by then, the agreement shall be treated as cancelled and Government shall take over the land and building.

### **3.2. Governance & Administration:**

The private partner should introduce a proper governance mechanism with adequate representation from the Government. The following will be composition of the governing body responsible for the management of the institution.

- 5 members nominated by the Private Partner
- 1 member from the Department of Higher Education (Director, DHE or his nominee)
- 1 member from the affiliating University
- 1 Teaching Staff Representative
- 1 student representative

The Governing Body shall be supported with appropriate number of committees including Finance Committee, Purchase and Procurement Committee, Teacher's Council, Internal Quality Assurance Cell (IQAC) and others, deemed to be fit.

The Private Partners will be bound by the Agreement and the Rules and regulations issued by the empowered committee under the Department of Higher Education.

The administrative setup should ensure accurate and timely submission of reports to the authorities. The institution administration should be in a technology enabled environment

with transparency, accountability and time bound decision making as the hallmark of a robust administrative mechanism.

### **3.3. Operational Arrangements:**

#### **3.3.1. Pre-operational Arrangements:**

- a. Upon the award of the contract to the private party, the Department of Higher Education would issue a Letter of Intent (LOI) to the shortlisted partners requiring them to submit a Detailed Project Report (DPR) within 30 days after issuing of LOI to the Director, Higher Education.

The DPR is expected to articulate and detail the following:

- Courses that the Concessionaire plan to offer at the proposed institutions along with the fees proposed,
  - Infrastructural Development Plan depicting the total hard infrastructure costs and soft infrastructure, if the Concessionaire so desires,
  - Talent Acquisition, Training, and Development Plan,
  - Detailed financial sustainability plan clearly depicting the cost of project, means of finance, roll out, projected capacity utilization and road to self-sustainability,
  - Plan to seek related affiliations and accreditations in a time bound manner.
- b. The Colleges would have to get affiliated to Tripura University or MBB University or any university located in the State, as the case may be and also seek necessary approval from the respective statutory bodies entrusted with the oversight for the respective professional courses, as the case may be.
  - c. The private partner will be responsible to obtain the affiliation from the University, approval from UGC, respective bodies entrusted to oversee professional education, NAAC accreditation etc. through Higher Education Department. However, the Department of Higher Education, Government of Tripura will facilitate the selected partners in obtaining the same.

#### **3.3.2. Post-Operational Arrangements**

Once the project is operational, the private partner shall be liable to submit a Progress Report **every six months** containing the following performance parameters:

- a) Status of statutory and regulatory approvals as and when they are applicable and/or eligible.
- b) Percentage of the sanctioned seats filled.
- c) Drop-out ratio
- d) Attendance of students, teaching staff and non-teaching staff
- e) Students' satisfaction level
- f) Accreditations status
- g) Placements, as and when applicable
- h) Teacher Student Ratio (TSR)

#### **3.4. Courses & Programs:**

The ultimate objective of the Government of Tripura is to improve the Gross Enrollment Ratio to higher education of the State with focus on employability of the students. Keeping the larger objective in mind, the private partner should introduce new courses rather than traditional general degree courses. While proposing to introduce new courses, the partner should keep in consideration the feasibility for introducing such courses in the form of demand and supply assessment, student aspiration mapping, availability of good faculty members, further educational prospect, as well as prospects for employment.

The proposals will have to be submitted to the State Government for consideration. The Government would encourage proposals with introduction of new courses. **A minimum of 3 (three) courses must be offered in each College with total aggregate of minimum intake of 180 (one hundred and eighty) seats.**

If the private partners can arrange for higher enrollment, the Government would encourage the same.

### 3.5. Performance Guarantee:

- 1) The private partner shall submit a performance guarantee of Rs.5 lakhs for each of the locations through Demand Draft/Bank Guarantee drawn in favour of “Director, Higher Education, Tripura” from any Nationalized/ Scheduled Bank guaranteed by the Reserve Bank of India, payable at Agartala. Performance Guarantee can be submitted within 15 (fifteen) days after award of the contract.
- 2) The private partner shall submit a Progress Report to the authority through the project lifecycle, i.e. before and during the pre-operative period and upon becoming operational, as outlined below:
  - a) During the pre-operative period, the private partner shall submit a Progress Report each month mentioning the progress of the project viz a viz. the timelines addresses. A detailed pro-forma of the Progress Report shall be mutually agreed upon at the time of finalization of the Concessionaire Agreement.
  - b) Once the project is operational, the private partner shall be liable to submit a Progress Report every six months containing the following performance parameters:
    - (i) Status of statutory and regulatory approvals as and when they are applicable and/or eligible.
    - (ii) Filling up of the post: At least 80 Percentage of the posts shall be filled.
    - (iii) Drop-out ratio: At least 90% of the students should continue their education at the end of one year.
    - (iv) Attendance: At least 90% of the students shall have a minimum of 75% attendance. At least 90% of the staff shall have a minimum 85% attendance.
    - (v) For capturing the attendance of the employees, the concessionaire shall, at own cost, install and maintain biometric attendance system at the institutional level.
    - (vi) Students’ satisfaction level: Periodic surveys will be conducted to assess the level of satisfaction among the students
    - (vii) Accreditations (NAAC etc. as and when the institution is eligible)
    - (viii) Placements: At least 40% of the students should be placed on completion of their courses.
    - (ix) Maintain the Teacher Student Ratio of 1:30

If the performance is not satisfactory during the initial 6 (six) years, further extension shall not be considered.

## 4. Eligibility Criteria and Technical Evaluation:

### 4.1. Eligibility Criteria:

#	Minimum qualification criteria Description	Evidence required
1.	Partner shall have minimum 5 years of experience in running higher educational institutions.	Relevant documents proving the year of experience
2.	Average audited annual turnover of the participating organisation of the preceding 3 (three) financial year	CA certificate to be attached

	shall be minimum of Rupees 2 crore from educational institutions.	
3.	The private partner should be running at least two institutions with combined enrollment of at least 1000 students in all levels combined, in each of the three academic years, preceding current academic year (2017-18, 2018-19 and 2019-20).	College official report to state / national body
4.	An undertaking (self-certificate) that the bidder is not blacklisted by any Central/ State Governments or allied organizations during the last five years (2015-16, 2016-17, 2017-18, 2018-19 and 2019-till now) to be submitted	Declaration signed by authorized signatory. For format, refer to Appendix 8.2
5.	EMD Fees	EMD to be submitted online via e-Payment Gateway in the E-Tender Portal
6.	Signed and stamped copy of this RFP to be uploaded as token of acceptance of all the terms & condition of the entire tender document.	

Only institutions/trusts duly approved by the concerned statutory council set up by the Government of India like UGC, AICTE, NCTE etc. be quoted for citing experience.

#### 4.2 Technical Evaluation:

The technical evaluation will carry a total of 100 marks as follows:

#	Parameters	Remarks		
1.	<b>Average number of students in all institutions combined over a period of 3 years - 2017-18, 2018 - 19 &amp; 2019-20</b>	>=500 and <1000 = 10 marks >=1000 and <2000 = 15 marks >=2000 and <2500 = 20 marks >=2500 and <3000 = 25 marks >= 3000 = 30 marks		
2.	<b>Year of experience in running higher educational institutions.</b>	>= 5 = 5 marks >=5 and <10 = 10 marks >=10 and <20 = 20 marks >=20 and above = 30 marks		
3.	<b>Accreditation Status (NAAC/NBA) of any College run by the private partner (as applicable).</b>	<table border="0"> <tr> <td style="vertical-align: top;">           1. If NAAC Grade A and above in any of the Colleges then 20 marks.            2. If one College is accredited with NAAC B Grade then 10 marks.            3. If one College is accredited with NAAC C Grade then 5 marks.            4. If none of the Colleges are         </td> <td style="vertical-align: top;">           1. If NBA of more than 3 institutes-20 marks.            2. If NBA of only 3 institutes-15.            3. If NBA of only 2 institutes-10 marks.            4. If NBA of only one institute-5.            5. If no         </td> </tr> </table>	1. If NAAC Grade A and above in any of the Colleges then 20 marks. 2. If one College is accredited with NAAC B Grade then 10 marks. 3. If one College is accredited with NAAC C Grade then 5 marks. 4. If none of the Colleges are	1. If NBA of more than 3 institutes-20 marks. 2. If NBA of only 3 institutes-15. 3. If NBA of only 2 institutes-10 marks. 4. If NBA of only one institute-5. 5. If no
1. If NAAC Grade A and above in any of the Colleges then 20 marks. 2. If one College is accredited with NAAC B Grade then 10 marks. 3. If one College is accredited with NAAC C Grade then 5 marks. 4. If none of the Colleges are	1. If NBA of more than 3 institutes-20 marks. 2. If NBA of only 3 institutes-15. 3. If NBA of only 2 institutes-10 marks. 4. If NBA of only one institute-5. 5. If no			

#	Parameters	Remarks
		accredited by NBA=0 marks. NAAC, then 0.
<b>4.</b>	<b>Visit to the existing institutions of the private partner</b>	
	i. At least 1:30 Teacher student ratio.	2 marks
	ii. At least 80% of NET/State eligibility test qualified teachers.	2 marks
	iii. Introduction of CBCS system.	2 marks
	iv. At least 10 Minor/Major Research projects under taken by the faculty members in a year.	2 marks
	v. At least 10% fund are generated through IRG/Consultancy.	2 marks
	vi. At least 5 State/National/International academic seminar/conference/symposium etc conducted by all Departments together in a year.	2 marks
	vii. Online Library resources for all Departments.	2 marks
	viii. At least 50% student's placement during last 3 years in aggregate.	2 marks
	ix. At least 50 % students are involved in co-curricular/extension activities and at least 5 extension activity/institutional social responsibility.	2 marks
	x. At least 50% smart classrooms available.	2 marks
<b>5.</b>	<b>Total:</b>	<b>20 marks</b>
<b>6.</b>	<b>Grand total:</b>	<b>100 marks</b>

The above information relates to one institute/College per year basis. Visit may also be made by Technical Evaluation Committee or delegated members to ascertain the genuinity of the claims made by the participating private partners.

**Note-1**

Only institution duly approved by the concerned statutory council set up by the Government of India like UGC , AICTE , NCTE etc. be quoted for citing experience.

Only the bidders who score at least 60 out of the 100 marks allotted in the Technical Evaluation will be considered for opening of the financial bid.

## **5. Financial Evaluation**

The Financial evaluation will be done only for the qualified bidders who have met all the Qualifying Criteria and score 60 marks in Technical Evaluation.

The Bidder shall be required to quote in its Price Bid, the number of free seats, it intends to offer to the Department of Higher Education, Tripura in regular courses in every academic year, in the Institute, in terms of percentage of aggregate seats available (in regular courses) in such academic year in streams/branches/courses in the Institute. The percentage figure to be quoted in the Financial Proposal should be in whole numbers. By way of abundant caution, it is hereby clarified that in the event of any increase in the number of seats/number of branches in the Institute during the Concession period, the Concessionaire/successful bidder shall ensure that the number of free seats made available to the Department of Higher Education, Tripura in terms hereof shall be proportionately increased.

The Concessionaire is not bound to provide any free seats in non-regular courses (Distance/Online education) to the Department of Higher Education, Tripura.

## 6. Evaluation Process:

The Department of Higher Education, Tripura shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Directorate of Higher Education in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Directorate of Higher Education. The Directorate of Higher Education may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, Directorate of Higher Education reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

**No consortium** will be entertained by Director of Higher Education, Tripura. The Bidder shall hold the full responsibility of the contract. Any consortium formed by the private partner at its end which was formed either to gain entry into the agreement with Director of Higher Education, Tripura or during the project for the execution of the agreement will be at the sole risk and responsibility of the Bidder and would lead to rejection of proposals or termination of contract with penalty.

**Note:** *For evaluation purposes, if a group of institutions are operating under multiple trusts, they would be considered as a single entity and NOT as a Consortium.*

The steps for evaluation are as follows:

### 6.1. Stage 1: Pre-Qualification:

- a) Department of Higher Education, Tripura shall check for the Earnest Money Deposit (EMD)".
- b) The Pre-Qualification proposal MUST contain all the supporting documents including "No Deviation Certificate" (refer to Appendix 8.8) and "Total Responsibility Certificate" (refer to Appendix 8.8). The other documents include:
  - i. Form 1: Organizational details with all relevant information. Refer to Appendix 8.3
  - ii. Form 2: Details of pre-qualification criteria: experience of higher education institution being run by the organization and all related information is to be provided and the prospectus of the concerned institution for the last academic year that is 2018-19 is to be attached. Refer to Appendix 8.4
  - iii. Form 5: Declaration on stamp paper. Refer to Appendix 8.5
  - iv. Form 6: Letter of Undertaking. Refer to Appendix 8.6
- c) Each of the Pre-Qualification condition mentioned is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- d) Results of the Pre-Qualification Bid opening will not be published on the portal.

### 6.2. Stage 2 : Technical Evaluation:

The Department of Higher Education, Tripura shall check for an evaluate the proposals on the basis of all the documents submitted under the Clause 4.2 and assign marks to the respective bidders.

The results of the Technical Evaluation will be published on the portal.

- a) Form 3: Technical Bid. Refer to Appendix 8.4
- b) **List of Documents to be uploaded in Tripura Tenders Portal**  
**<http://tripuratenders.gov.in> (Technical & Financial folder):**



**a. Cover-I (Technical Document):**

SI No	Section	List of Document (PDF only)
1.	About the Organization. Form 1 along with supporting documents.	As per standard format.
2.	Experience Details. Form 2 along with supporting documents.	As per standard format.
3.	Detailed proposal for Tripura.	Presentation PDF to be uploaded.
4.	Self-Declaration- Form 4 Letter of Understanding – Form 5 Non Blacklist Declaration – Section 8.2	As per annexure provided
5.	No Deviation Certificate – Section 8.8 Total Responsibility Certificate – Section 8.9	As per annexure provided
6.	Course Offered Section 8.1.	As per standard format.
7.	Any additional documents	-

b) Directorate of Higher Education will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Directorate of Higher Education's discretion.

c) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 60% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

**6.3. Stage 3: Commercial Qualification:**

1. Form 3: Financial Bid. Refer to Appendix 8.5
2. All the qualified bidders will be notified to participate in Commercial Bid opening process.
3. The commercial bids for the qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Department of Higher Education, Tripura's discretion.
4. The Bidder offering the highest percentage of total free seats for all courses for a particular location will be considered to be the winning bidder for that location.
5. Any conditional bid would be rejected.
6. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail."
  - c. If the Bidder does not accept the error correction, its Bid will be rejected and its EMD may be forfeited.

**7. General Instructions:**

**7.1. Pre Bid Conference:**

Bidders may send their queries in the specified format (refer to appendix 8.10) to the Directorate of Higher Education by the date as stipulated in the Proposal Data Sheet in

writing. The clarifications to queries received till the stipulated date will be uploaded on e-portal. The queries received after the prescribed date will not be entertained by the Directorate of Higher Education.

- a) The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- b) The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- c) It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Directorate of Higher Education shall not respond to questions or inquiries from any Bidder.

Bidders may send their queries to the Directorate of Higher Education by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by Directorate of Higher Education.

- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on e-portal. Any modification of the tender documents, which may become necessary as a result of the pre-tender meeting shall be made by the Directorate of Higher Education exclusively through the minutes of the pre-tender meeting.
- e) Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

#### **7.2. Amendment to the RFP:**

At any time prior to the Proposal Due Date, Directorate of Higher Education may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of addendum. Addendums thus issued will be uploaded on e-portal.

In order to give the Bidders reasonable time in which to take an addendum into account, or for any other reason, the Directorate of Higher Education may, at its discretion, extend the Proposal Due Date.

#### **7.3. Right to Accept / Reject any or all Proposals:**

Department of Higher Education, Tripura reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for department's action.

#### **7.4. Governing Law:**

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

#### **7.5. Governing Law:**

The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission ("Offer Validity Period"). The Directorate of Higher Education reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of the Directorate of Higher Education.

A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

#### **7.6. Disputes:**

All disputes between the Successful Bidder and the Directorate of Higher Education shall be settled as per the dispute resolution procedure elaborated in the Concession Agreement and shall be governed in accordance with the laws of India and courts in Tripura State shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. During the bidding process no dispute of any type would be entertained. Even in such cases where the Directorate of Higher Education asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

#### **7.7. Language and Currency:**

The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other language, the same may be supported by an English translation and in case of any ambiguity the translation (original as translated by the Directorate of Higher Education) shall prevail. The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

#### **7.8. Bidder's Responsibility:**

It shall be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:

- The requirements and other information set forth in this RFP document.
- The various aspects of the Project including, but not limited to the following: The Site, existing facilities and structures, access roads and public utilities in the vicinity of the scope;
- All other matters that might affect the Bidder's performance under the terms of this RFP, including all legal obligations, clearances, risks, costs, liabilities and contingencies associated with the Project.
- It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the site whether he inspects it or not.

The Department shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

The Bidder selected will be required to execute an Agreement with Director of Higher Education within 7(Seven) days of communication from the Director, Higher Education, Tripura about its selection for the purpose and the tax liability on this account shall be borne by the Bidder concerned.

The Bidder shall not, without prior written consent from the Director, Higher Education, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of Director of Higher Education, Tripura, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by Director of Higher Education, other than the Contract itself, shall remain the property of Director of Higher Education, Tripura and shall be returned (in all copies) to Director of Higher Education, Tripura, on completion of the Bidder's performance under the contract if so required by Director of Higher Education, Tripura.

## 8. Appendix

### 8.1. Course offered Format

Sl. No.	Name of Program/course of existing run institutions (by name).	Affiliation/Approval from (Indicate name of the University/Body)
1	Bachelor of Arts/Commerce/Science	University & UGC. NAAC accredited.
2	Bachelor of Law	University & Bar Council of India. NAAC accredited.
3	Bachelor/ Diploma of Engineering & Technology	University & AICTE. NBA /NAAC accredited.
4	Bachelor of Education	University & NCTE. NAAC/QCI accredited.
5	Bachelor/Diploma of Journalism and Mass communication	University. NAAC accredited.
6	Bachelor of Architecture	University & Council of Architecture. NBA/ NAAC accredited.
7	Bachelor of Management	University & AICTE. NBA/ NAAC accredited.
8	Bachelor of Agricultural Science	University & UGC. ICAR and NAAC accredited

- The list is indicative only, bidder may add the details of the courses offered.

**8.2. Declaration of non-Blacklisting:**

**Declaration regarding blacklisting/ non-blacklisting from taking part in Govt. Tender/Expression of interest**

*(To be executed on Rs. 10/- stamp paper & attested by Public Notary/Executive Magistrate by the private partner).*

I / We <<Designation>> (s) of ..... hereby declare that the trust/society/firm/company ..... namely ..... has not been blacklisted or debarred in the past by any Government organization from taking part in Government tenders/PROPOSALS.

Or

I / We <<Designation>> (s) of ..... hereby declare that the trust/society/firm/company ..... namely ..... was blacklisted or debarred by any Government Department from taking part in Government tenders/PROPOSALS for a period of ..... years w.e.f. .... The period is over on ..... and now the trust/society/firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by the Director, Higher Education, Tripura. In addition to the above the Director, Higher Education, Tripura will not be responsible to pay the bills for any completed/ partially completed project.

Signature.....

Name.....

Capacity in which as signed: .....

Name & address of the firm: .....

Seal of the firm should be affixed.



Dated:

Signature of private partner with seal.

*In case of trust/society, the certificate will be given by all the trustees or the Managing Trustee.*

*In case of Section 25 Company, the certificate will be given by the authorized signatory.*

### 8.3. Form 1: About the Organization:

(Please go through the terms and conditions before filling up this Proforma)

SI No	Subject	Details	Pg. No. of enclosures
1	Name, Address & Telephone No. of the Private partner		
2	(a) Date of commencement of Educational Activity (please furnish proof in support of your statement) (b) Labour License No. & Date (Attach copy)		
3	Status of the Organization (i.e. Whether Trust/Registered under Societies Registration Act. etc.)		
4	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
5	Name of Chairperson/CEO/Managing Trustee		
6	Name, designation and address including contact no. of the Contact Person		
7	Annual Turnover during the years 2017-18, 2018-19, 2019-20 (attach copies of audited Profit Loss Account/ Income & Expenditure statements and Balance Sheet)		
8	GST No.		
9	PAN No. (Attach copy)		
10	Permanent and full time staff of the Organization (Name any five) indicating names, designation, role, experience.		
11	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees	YES/ NO	
12	PF Registration No. and Date (enclose a copy of relevant documents)	Managerial _____ Supervisory employees _____ Others (please specify) _____	
13	Whether registered with ESIC	YES/ NO	
14	Registration No. and Date (enclose a copy of relevant documents)		
15	Undertaking regarding whether the private partner adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Attach copy)	YES/ NO	
16	Labour License No. (Attach copy)		

#### 8.4. Form 2: Experience Criteria

<b>Please attach details of the Colleges /institutions (one page for each College to be submitted) already being run by the private partner in last three years indicating College wise details</b>	
1. Name and location of the Institution with Address	
2. Year of establishment	
3. Type of Institution (University/College etc.)	
4. Enrollment per year (1 <sup>st</sup> year, 2 <sup>nd</sup> year, 3 <sup>rd</sup> year)	
5. Courses offered	
6. Fees Charged per course per year	
7. Name of the Vice Chancellor / Principal and faculty members with academic qualification.	
8. The copy of affiliation of the respective University, approval of the statutory council like UGC, AICTE, NCTE, BCI etc, as applicable.	
9. Accreditation status with document.	
10. Placement details of the pass out students from the College for the academic years 2017-18, 2018-19, 2019-20	
11. Award, credit, certification given to the College.	
12. National/International seminars organized in last three years with details.	
13. Attach the prospectus of the institution.	
14. Student Teacher ratio	
15. Photos of Campuses and facilities	
16. NIRF Rank	
17. Rankings by various credible agencies	
18. Higher Education Admissions (PG etc) achieved by students	
19. Placement achieved by Students (year wise)	
20. Was there campus placement	
21. Any special features/ facilities in the College/ Institutions	

**8.5. Form 3: Financial Bid:**

<b>Particulars</b>	<b>Course 1</b>	<b>Course 2</b>	<b>Course 3</b>	<b>Course 4</b>	<b>Course 5</b>	<b>Course 6</b>	<b>Total</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
A. Total Sanction Seats							
B. No of Free Seats to be Offered							
C. % of Free Seats (B/A)							

**Note:** The bidding will be only on the basis of aggregate percentage of free seats of different courses/subjects/programmes altogether in column no 8 under Particular C above.



**8.6. Form 4: Declaration:**

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the PROPOSALS Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this application. A copy of the PROPOSALS Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the Director, Higher Education, Tripura to accept/ reject “the points of disagreements and proposed project provided by us” would be final and binding.
- d) The signatory to this bid is authorized to sign such bid on behalf of the organization.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

(Seal of the Organisation)

**Place** \_\_\_\_\_

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

### 8.7. Form 5: Letter of Undertaking (on Stamp Paper):

To  
The Director,  
Higher Education Department,  
1<sup>st</sup> Floor, Shiksha Bhawan,  
Office Lane, Agartala,  
Tripura, 799001

Sub: Application for proposals for Selection of Suitable Private Sector Players for Operation, Maintenance and Management of 7 GDCs in Tripura, from the academic year 2020-21.

Sir,

This bears reference to the Directorate of Higher Education, Tripura PROPOSALS No. \_\_\_\_\_ dated \_\_\_\_\_. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this PROPOSALS Document. We hereby certify that no terms and conditions have been altered by us in the PROPOSALS and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept any proposal you may receive.

The above document is executed on \_\_\_/\_\_\_/2020 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong our PROPOSALS/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Date:

Place:

Name of the private partner:

Authorized Signatory:

Seal of the Organization

## 8.8. No Deviation Certificate

*<To be submitted on Bidder's letterhead>*

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation with respect to Authority requirements, Scope of Work and other requirements.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### **8.9. Total Responsibility Certificate:**

*<To be submitted on Bidder's letterhead>*

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### 8.10. Format for Pre-Bid Queries

Bidder shall submit all pre-bid queries in **excel (soft copy)** in the following format.

<b>Request for clarification</b>				
<b>Sl. No.</b>	<b>RFP Section</b>	<b>RFP Page No</b>	<b>Content of the RFP requiring clarification</b>	<b>Clarification Sought</b>