



Request for Proposal (RFP)

Selection of Operating Partner for the Management, Administration, and Maintenance of GMDC School at ATPS, Lakhpat, Kutch

RFP Notice No:
GMDC-GVT/CSR/03/23-24

— 17th October, 2023 —

Gujarat Mineral Development Corporation Ltd.

Khanij Bhavan, 132 Feet Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad - 380 052, India. | www.gmdcltd.com





Request for Proposal (RFP)

Selection of Operating Partner for the Management, Administration and Maintenance of School of GMDC at ATPS, Lakhpat, Kutch

October 2023

GMDC-GVT

(A CSR Implementing body of GMDC)

Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground, Vastrapur,
Ahmedabad – 380052, India

Gujarat Mineral Development Corporation – Gramya Vikas Trust (GMDC-GVT)

**Khanij Bhavan, 132 ft. Ring Road, Near Gujarat University Ground, Vastrapur,
Ahmedabad – 380052, India**



Letter of Invitation

Request for Proposal (RFP)

Selection of Operating Partner for the Management, Administration and Maintenance of the GMDC-GVT school at ATPS, Lakhpat, Kutch

RFP Notice No: GMDC-GVT/CSR/03/23-24

Date: 17-10-2023

To,

All Prospective Applicants,

Sub: Request for Proposal ("RFP") for Selection of Operating Partner for the Management, Administration and Maintenance of the GMDC-GVT school at ATPS, Lakhpat, Kutch

Dear Ma'am/Sir

GMDC–GVT aims to develop, operate, maintain and manage a CBSE board school at its ATPS campus through **Public Private Partnership** mode, in accordance with the terms and conditions contained in the RFP.

Presently, proposals are being invited from eligible applicants engaged in the business of development, operation, maintenance and management of high-quality schools across the country. GMDC-GVT invites all eligible prospective applicants to submit Bids pursuant to this RFP in accordance with the terms set forth in this RFP and submit relevant evidential documents to GMDC-GVT in pursuant to this RFP

Please note that GMDC-GVT reserve the right to accept or reject all or any of the bids without assigning any reason whatsoever and reserves the right to modify, cancel, suspend or terminate any aspect of the RFP process for any reason, without giving any prior notice.

Interested parties can download the RFP document from GMDC website (<https://www.gmdcltd.com/current-tenders/>) from 17-10-2023 and submit their proposals online by 5:00 pm End Date Online: 21-11-2023 and Physical Documents submission: 24-11-2023.

Parties can send their queries on csr@gmdcltd.com

Chairman, GMDC-GVT



Disclaimer

The information contained in this **Request for proposal (RFP)** or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the GMDC-GVT or any of its employees or advisers or GMDC, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This Tender is issued by the GMDC-GVT. This Tender is not an agreement and is neither an offer nor invitation by the GMDC-GVT to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the GMDC-GVT in relation to the 'Development, Operation & Maintenance of School at ATPS, Lakhpat. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

This Tender may not be appropriate for all persons, and it is not possible for the GMDC-GVT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtains independent advice from appropriate sources. Information provided in this Tender to the bidders is on a wide range of matters, some of which depends upon interpretation of law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GMDC-GVT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. GMDC-GVT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and 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 Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

GMDC-GVT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender. GMDC-GVT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender does not imply that GMDC-GVT is bound to select a Bidder or bidders, as the case may be, for the **Selection of Operating partner for the Management, Administration and Maintenance of the GMDC-GVT school at ATPS, Lakhpat, Kutch**. GMDC-GVT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC-GVT or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the Bidder and GMDC-GVT 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 Selection Process



Glossary

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed herein below. Unless the context otherwise requires, expressions not defined in this RFP, but defined in the Operating agreement to be executed between GMDC-GVT and Operating partner shall have the meaning assigned thereto in the Operations Agreement. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and vice versa.

Abbreviations

Term	Definition
CBSE	Central Board of Secondary Education
Day	Calendar Day
EMD	Earnest Money Deposit
EOI	Expression of Interest
Gol	Government of India
GoG	Government of Gujarat
PPP	Public Private Partnership
RFP	Request for Proposal
ToR	Terms of Reference
SoW	Scope of Work
SCOD	Scheduled Commencement Operation Date
LD	Liquidated Damage
LoA	Letter of Award

Definitions

Term	Definitions
Academic Year	means the year of commencement of academic session as prescribed by concerned Affiliating Board / concerned competent authority
Actual Commencement Date	means the actual date on which the Operating partner will begin to serve the users under the Agreement
Administrative & Maintenance Staff	means a qualified person who is under regular employment, tenure or short-term contract, on a full time or part time basis, with the school as a non-teaching staff or the purpose of providing administrative or maintenance support or training services to users in accordance with the provisions of the Agreement, applicable laws and best Industry Practice
Affiliating Board” or “Board of Affiliation	means Central Board of Secondary Education (CBSE) that is authorized by competent authority to provide affiliation to Primary / Secondary Schools;
Agreement” or Operations Agreement	means the agreement, its prescriptions, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this RFP
Applicable Laws	means all laws, brought into force and effect by Government of India (Gol) or Government of Gujarat (GoG) including rules, regulations and notifications made there under or which may come into force doing the pendency of this RFP, and judgments, decrees, injunctions, writs and orders of any court of record, which will be applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this RFP;
Authority	means GMDC-GVT
Authority Representative	means such person or persons as maybe authorized in writing by the Authority to act on its behalf under this RFP and shall include any person having Authority to exercise any rights or perform and fulfil any obligations of the Authority under the Agreement.
Bids	means the documents in their entirety comprised in the bid submitted by the selected Bidder in response to the Request for Proposal in accordance with the provisions thereof;



Bidder	shall mean a single “not for profit” legal entity incorporated as a company/trust/society, registered/incorporated in India under the provision of Companies Act, 1956 or 2013/the Indian Trusts Act, 1882/the Society Registration Act, 1860 respectively, at least ten (10) years prior to January 2023 and in case of a Section 8 company, it shall be incorporated atleast five (5) years prior to January 2023. The term “Bidder” used under this RFP would apply as a single entity and Consortium/Joint Ventures in any form are not permitted.
Central Government” or “GOI	Means the Government of India;
Project Period	Shall have the meaning as set forth in Operating agreement
Operating Partner	shall have the meaning attributed thereto in the array of Parties as set forth in the agreement
School Management Committee	Shall be constituted for managing the operations of the school
Escrow Account	means an account which the Operating partner shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures for and in respect of the school shall be credited and / or debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts of such Escrow Account;
Fee	means all the fees and charges levied on and payable by a student, in accordance with the provisions of this Agreement, Applicable Laws and relevant affiliating Board / competent authorities / Government of India / Government of Gujarat Guidelines
Financial Year	means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
“Force Majeure”	Force Majeure Event” shall have the meaning as set forth in operations contract
O&M	means the operation and maintenance of the School and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection office in accordance with the provisions of this Agreement as well as Applicable Laws and relevant affiliating Board / competent authorities / Government of India / Government of Gujarat Guidelines;
Parties	means the parties to this Agreement collectively and “Party” shall mean any of the parties to this RFP individually.
Performance Security	Shall have the meaning set forth in Operating agreement
Employee Quota	means direct wards (son/daughter/grandson/granddaughter) of serving& retired employees of GMDC and its allied organisations.
GMDC-GVT	GMDC-GVT, a public trust established in 1991 is an extended arm for implementing CSR of GMDC and is responsible for carrying out various social development projects as per the CSR guidelines.
Teacher	means a person in the employment of an institution affiliated with the Board for teaching purposes as per the qualification criteria stipulated in Section 23 of RTE Act 2009 or as per Affiliation Bye-Laws of the Board.
Successful Bidder	The bidder scoring the highest in QCBS calculation and receiving the Letter of award for the RFP Ref as operating partner after the signing of Letter of Award and contract.



Table of Contents

GLOSSARY	5
Abbreviations	5
Definitions	5
Section 1: Project Details	8
1.1. Background of GMDC and GMDC-GVT	8
1.2. About ATPS Campus and Lakpat, Kutch.....	8
1.3. About the School at ATPS Project.....	8
Section 2: Bid Design	13
2.1. Bid Schedule	13
2.2. Instruction to Bidders	14
2.3. Pre-bid Conference.....	16
2.4. Preparation of Bids	16
2.5. Submission of Bids	20
2.6. Bid Evaluation.....	22
2.7. Selection of Bidder and Award of Contract	28
2.8. Termination and Exit Management.....	28
Section 3: Terms of Reference (ToR)	31
3.1. Concept of the ATPS School	32
3.2. Public Private Partnership Model for ATPS School, Lakhpat.....	33
3.3. Scope Of Work for the Selected Private Agency	39
Section 4: Proformas	48
4.1. Proforma1: Cover Letter	48
4.2. Proforma2: Details of Bidder.....	49
4.3. Proforma3: Technical Capability of the Bidder.....	50
4.4. Proforma4: Financial Capability through Net Worth and Turnover	51
4.5. Proforma5: Self Declaration by Bidder.....	52
4.6. Proforma6: Format for Power of Attorney to Authorize Signatory	52
4.7. Proforma7: Minimum Qualifications for Teachers & Staff	53
4.8. Proforma8: Required Physical Infrastructure and Assets	55
4.9. Proforma9: Financial Bid Format	55
4.10. Proforma10: Other Operational Documents	55



Section 1: Project Details

1. Project Details

1.1. Background of GMDC and GMDC-GVT

Gujarat Mineral Development Corporation Ltd. (GMDC) is one of India's leading mining and mineral processing companies. For more than five decades, GMDC has been engaged in the development of the ample mineral resources of the state. GMDC ranked 486th among India's Fortune 500 Companies (2022) and among the Top-5 organizations by market capitalization in the mining sector. GMDC is India's second-largest Lignite-producing company. GMDC is a leader in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, GMDC markets it to various high-growth industries, including textiles, chemicals, ceramics, bricks, and captive power.

GMDC has embarked on an ambitious journey, strategically transforming itself into diversified portfolios spread across minerals and power assets while expanding its presence across the value chain through downstream integrations. Recently, GMDC has emerged as the highest bidder for two of Odisha's mines in the recent coal block auction by Ministry of Coal. Odisha's Burapahar and the Baitarani West blocks are now under GMDC. This acquisition of the coal blocks is a significant achievement for GMDC, as it expands the company's presence in the coal mining sector and will contribute to the growth of the Indian economy.

GMDC-GVT, a public trust established in 1991 is an extended arm for implementing CSR of GMDC and is responsible for carrying out various social development projects as per the CSR guidelines and initiatives to align with the provisions of the Companies (Corporate Social Responsibility Policy) Amendment rules, 2021 notified on 22 January 2021 (NotificationNo.G.S.R.40(E)).

GMDC-GVT focuses on several key areas of development, including education, healthcare, livelihoods, women's empowerment, and environmental sustainability. The organization works closely with local communities and stakeholders to identify their needs and priorities and designs its projects and initiatives accordingly. One of the key thrust areas of GMDC-GVT is the **Promotion of Quality and Inclusive Education with Special Focus on Core Areas in which GMDC operates.**

GMDC Ltd. Has four existing projects in Lakhpat namely Lignite Project, Panandhro / Umarsar / Mata No Madh and Akrimota Thermal Power Station, Two GMDC Projects are also coming up in Lakhpat taluka.

1.2. About ATPS campus and Lakhpat, Kutch

Lakhpat block in Kutch district has a predominantly rural population with a total population of 23,893.

The region is arid and drought prone with Darbar, Jat, Garasiya, Bharvad and Rabari Community. It is classified as a backward region with a low Human Development Index (HDI). The education status of Lakhpat Taluka is relatively low compared to other parts of the state. The literacy rate of the taluka is 57.5%, which is less than the state average of 78.03%. The educational infrastructure in the taluka is low, and there are a limited number of schools. Most of the schools are Government-run with inadequate teaching staff and provide education in the Gujarati language only. Learning levels in this area are poor and accessibility and inclusive schools are big challenge in this area.

Akrimota Thermal Power Station (ATPS) at Lakhpat is situated at western most part of Kutch district on the banks of Kori Creek (150kms from Bhuj). **Akrimota Thermal Power Station** is a lignite-based thermal power plant located in village Nanichher in Lakhpat Taluka, Kutch District, Gujarat. The power plant is run by state-owned Gujarat Mineral Development Corporation.

1.3. About the School at ATPS Project

GMDC has school infrastructure spread across 30,000sq.ft. with 36 rooms (including 14 classrooms) inside the campus at ATPS.

We believe that the establishment of an English Medium CBSE school in Lakhpat, Kutch, shall provide a valuable educational opportunity to the children of GMDC Project Employees, Contractors, Border Security Force, Employees of other organizations whose Projects are upcoming in Lakhpat and the local community within the radius of 50kms. This may further contribute towards the holistic development of the region. GMDC intends to raise expression of interest for starting a school for pre-primary to Std.: 10th which will eventually be extended to Std.: 12th with focus on three streams of education (i.e.: Science, Commerce & Arts).

1.3.1. Vision for the school

"Providing high quality education facility to GMDC employees and the local citizens in Lakhpat for overall development of the region."



1.3.2. Aim

The aim is to establish a **CBSE school which adheres to CBSE Bylaws, NEP 2020, Samagra Shiksha guidelines, WASH guidelines** to provide good quality education in the remotest location.

It will also fulfill the core principles of Right to Education (RTE) and development while achieving the goals of **access, equity, retention, quality**.

1.3.3. Objectives and Goals GMDC-GVT Envisions through ATPS School

- a. Create a strong foundation for school logistics at Lakhpat.
- b. Facilitate age-appropriate learning programs to achieve the NEP learning outcomes.
- c. Provision highly relevant learning spaces
- d. Recruit the best teachers and competent staff.
- e. Establish institutional policies and procedures.
- f. Track student progress
- g. Ensure access to high-quality school technology and supplies.
- h. Accomplish the goals within the time frame and budget

1.3.4. Expected Outcomes of the Project

- a. Identify constraints in setting-up of CBSE school in the remotest location and address through remedial measures.
- b. Improve access and enrolment of children in the disadvantage group by providing high class education set-up in Lakhpat.
- c. Create a convenient option for high quality education for the children in remote locations near Lakhpat.
- d. Improve Gross Enrolment Ratio and reduce dropouts in Lakhpat.
- e. Improve primary education and create a strong foundation for studies amongst the students.
- f. Improve access to good quality education for girls and special children.
- g. Increase students' attendance, retention, and transition.

1.3.5. Envisioned School at ATPS

- a. GMDC-GVT intends to develop a state of art high learning English Medium CBSE Green School (K–10, Day school) within-built and inherent components of child-friendly pedagogy, digitization, and 21st century skilling like digital, financial, life skills and career guidance at ATPS colony, Lakhpat, Kutch under the umbrella of GMDC Ltd.
- b. Day-boarding schools where students attend the classes, complete their homework and assignments and also undertake various co-curricular activities before leaving the school. As such, an average student is expected to spend 8-9 hours per day in school.
- c. Teaching will be in English medium, along with all the available streams after 10th Std., once it starts.
- d. The strength of students in each class will be between 30-35 as per CBSE guidelines. In case of more students two sections shall be created. The school will maintain the teacher: student ratio of 1:30.
- e. There will be strong emphasis on ICT and students will be encouraged also to self-study such courses by extensive use of computers to provide a compensatory source of content and pedagogy.
- f. Lunch and evening snacks for the students at the school.
- g. The school will cater to the needs of 8-10 nearby villages through dedicated school buses.

1.3.6. Expectations from ATPS School

- a. It is expected to have close to 100% academic record, where students are encouraged to carry out group and individual assignments, analyze the issues and develop an all-round personality by specializing in at least one co-curricular activity. These students must be very proficient in English and mathematics subjects and must be fully conversant with computers.
- b. The school should strive to become a financially self-sustaining entity at least in 5 academic years.

1.3.7. List of available Infrastructure

The existing infrastructure at School at ATPS is well constructed and designed in terms of ventilation, light and student friendliness. It has the following existing structure as per the requirement of the school. The school runs



classes from primary to 4th std. There are 3 permanent teachers and 1 contractual teacher appointed by GMDC.

For establishing the new CBSE school, the existing infrastructure will be best utilized through renovation/refurbishment to make it further equipped for high quality education delivery with required furniture, boards, wall paintings, Teacher learning materials, equipment for experiential learning etc.

Sl. No.	Items	Description of availability
Classrooms		
	Total Rooms	36
	Class Rooms	14
Science Lab with store		
	<ul style="list-style-type: none"> Lab equipment and Lab supplies 	<ul style="list-style-type: none"> None as the school is run only till class 4
Computer Lab		
	<ul style="list-style-type: none"> Desktop Computer sets with latest version of licensed software. Electricity connection and appliances (like fan, lights etc.) Internet Connection Furniture for students & staff 	<ul style="list-style-type: none"> 1 computer lab exists with around 12 computers with proper electric connections and furniture. However, the internet connection is not available
Library / Reading Room		
	<ul style="list-style-type: none"> Books supplies Electricity connection and appliances (like fan, lights etc.) Any other essential items Furniture for students & staff 	<ul style="list-style-type: none"> A small library with minimal furniture and books exists.
Sports Room / Playground		
	<ul style="list-style-type: none"> Sports room with equipment for indoor games like chess, carom board, table tennis etc. Playground with fixtures for basketball, badminton, swings 	<ul style="list-style-type: none"> No sports room exists. Playground are available but not equipped
Staff Room		
	<ul style="list-style-type: none"> Electricity connection and appliances (like fan, lights etc.) Drinking water facility Furniture for staff 	<ul style="list-style-type: none"> Staff room for 4-5 teachers exists with furniture and drinking water
Office Furniture & Materials		
	<ul style="list-style-type: none"> Furniture for staff Installation of CCTV Cameras with DVR facility Biometrics Attendance System for Staff members & students TV Room 	<ul style="list-style-type: none"> A TV room with TV, projector and projector screen and Furniture exists. CCTV, biometric attendance etc. Is not available.
Miscellaneous		
	Drinking water facility	
	Fire Extinguisher and Fire safety equipment	<ul style="list-style-type: none"> Drinking water facility is present with no RO, Toilets for students need to be made more child friendly. no sanitary dispenser or incinerator as
	Sanitary Dispenser	
	Sanitary Incinerator	
	Urinals	



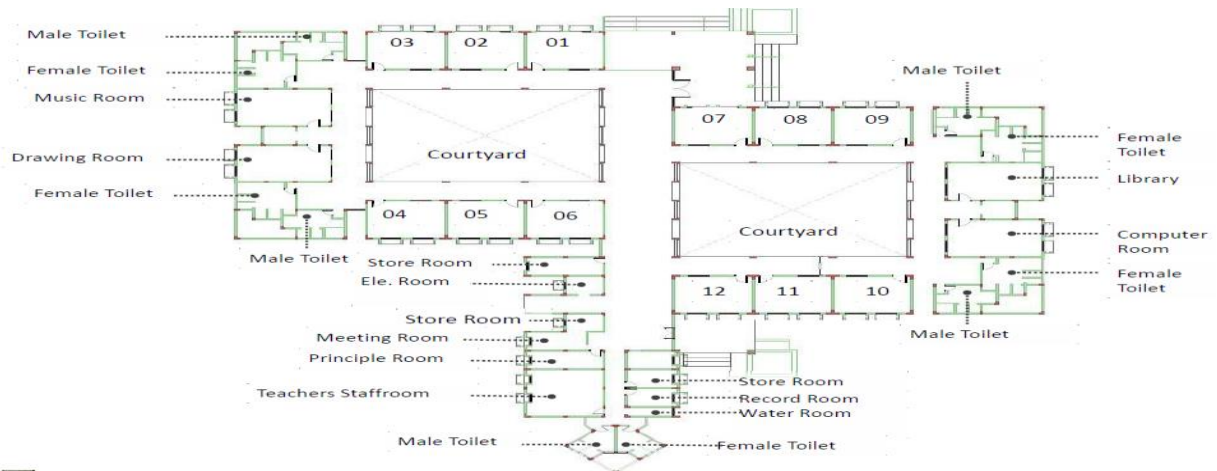
An Opportunity to Shape the Future of the Next Generation



	Lavatory	the school is only till class 4. • No music equipment
	Water tank motor & drinking water facility	
	Bathroom Mirrors	
	Music equipment	

1.3.8. Layout of School at ATPS

The existing infrastructure at ATPS campus is well designed and has big open spaces which can be best utilized for experiential learning for the students. Infrastructure with 36 Rooms & 14 classrooms in 30,000 Sq. ft. area (12 classes, 10 wash, 4 store, 1 principal office, 1 staffroom, 1 clerk office, 1 library, 1 TV room) with open courtyard in the Centre and playgrounds around the building.



1.3.9. Gap Analysis was undertaken to understand the school feasibility.

Competitor Analysis: Existing Schools in the area

There are few schools in which students of nearby areas study. Most of the ATPS campus students' study in Shyamji Krishna Varma (SKV) School situated around 20kms from the campus in absence of any other facility.

No.	Type of Institution	Owned by	Location	Curriculum / Affiliation	Levels
1.	Government High School Pandhro	Govt.	Pandhro	Gujarat Board / State Govt.	Primary – 10 th
2.	Shri Nawanagar Panchayat Primary School Std. 6 to 8	Govt.	Nawanagar	Gujarat Board / State Govt.	Primary – till 5 th
3.	Shree Shyamaji Krushna Varma Vidhyalay, Varma Nagar	GMDC	Varma Nagar	Gujarat Board	Primary – 12 th (commerce and science)
4.	VIRANINANI PRIMARY SCHOOL, Nani Virani	Govt.	Nani Virani	Gujarat Board / State Govt.	Primary – till 5 th
5.	St. Xavier's English School	Pvt.	Dayapar	Gujarat Board	Primary – till 10 th
6.	Shree Navi Koriyani Primary School, Koriyani	Govt.	Koriyani	Gujarat Board / State Govt.	Primary – till 5 th

a. Expected catchment in academic years till 2029.

1. GMDC Ltd. has four existing projects in Lakhpat (Lignite Project, Panandhro / Umarsar / Mata No Madh and Akrimota Thermal Power Station).
2. Two GMDC Projects are also coming up in Lakhpat Taluka.
3. Local public from vicinity of 50kms



Target Segments

Student profile in School at ATPS will be as following:

Children of employees of GMDC	GMDC employees want their children to stay with them and get good quality education. They also look for easy transition in case of transfer
Children of employees of other PSU and other organizations in the area	GMDC has partner organizations, contractors and other large organizations working in the vicinity of this area and want their children to be with them to get good quality education.
Children from local affluent families	Children belonging to affluent business households They rely mostly on government schools or send their children to bigger cities

1.3.10. School at ATPS envisaging towards achieving the vision to provide high quality education.

To fulfill the above stated objectives, following the school with following services is required:

- a. Building refurbishment and standardization of building design and furniture & fabrication of existing school structure. This should address any civil work requirement and address infrastructural barriers as per CBSE and NEP 2020 guidelines.
- b. Ensuring that the assignment meet environmental, safety, structural, zoning and aesthetic standards at School to ensure School accessibility and inclusiveness suggested in NEP 2020
- c. Also adheres to Samgara Shiksha Abhiyan guidelines (Including RTE Act 2009) for teaching learning cycle which addresses continuous assessment of a student performance activities for engaging the children and has age appropriate and also manage appropriate teacher pupil ratios.
- d. Appropriate digital Technology maintenance like Tablets / desktop / upgradation of software as per the requirement of schools
- e. Adheres to child friendly pedagogy, 21st century skills like digital, life skills & career guidance and addressing building as learning Aid.
- f. Housekeeping and maintenance practices to produce efficient facilities at the school and esp. focus on school sanitation & Hygiene education adhering to norms and design Also MDM should be part of this hence safety, nutrition and hygiene are very important of school management.
- g. With an ultimate outcome of having of high-quality schools in such remote area.

1.3.11. Envisaged Governance of School at ATPS

- o GMDC-GVT aims to make the school project outcome oriented and systematic through well-defined KPIs and regular cadence of review through joint committee from GMDC-GVT and the selected private agency. A few experts from the education sector will also include in the governance process to ensure all relevant steps are taken for ensuring high quality of education delivery.
- o Third Party quality check: GMDC-GVT reserves the right to evolve a procedure of quality checking to ensure that the services provided by the Operating partner as per the prescribed norms in the MoU.



Section 2: Bid design and selection of Private Agency

2. Bid Design

2.1. Bid Schedule

SN	Particulars	Details
General Information		
1.	Name & Address of the Authority	GMDC-GVT Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground, Vastrapur, Ahmedabad – 380052, India
2.	Name of Work	Request for Proposal (RFP) for “Management, Administration and Maintenance of the GMDC school at ATPS, Lakhpat, Kutch
3.	Tender Type	Public Private Partnership (PPP) Basis
4.	Project Duration	Operating partner period – scheduled commencement operation date up to 3 years. (Extendable 2 times after every 3 years up to total of 9 years)
5.	Tender Fee	INR 10,000/- as tender fees to be submitted as DD in the name of GMDC Gramya Vikas Trust, payable at Ahmedabad from govt. approved / scheduled banks except cooperative banks
6.	Bidding Procedure	<ul style="list-style-type: none"> The technical bid along with PQ documents, Tender cost draft, EMD draft and other evidence documents need to submitted in the envelope at address provided for correspondence in point 13. The financial bid has to be compulsorily submitted online on https://gmdctender.nprocure.com
7.	Website for downloading tender document	<ul style="list-style-type: none"> Tender Document can be downloaded through https://gmdctender.nprocure.com
8.	Period of Issue / download of Bid Document (Start / End Date)	17-10-2023
Pre-bid Meeting		
9.	Last date for submission of pre-bid queries for clarifications	24-10-2023
10.	Date, time and venue of Pre-bid Meeting	27-10-2023, at 4:00 pm at correspondence address stated bellow.
Bid Submission		
11.	EMD (Bid Security)	Rs. 50,000/- as draft made in name of GMDC Gramya Vikas Trust, payable at Ahmedabad from Govt. approved / Scheduled banks except cooperative banks
12.	Format, Start / End Date for the submission of Online Technical and Financial Bid document	Format: Prospective bidder is required to submit their bids in the form single cover-both technical bid, PQ docs, tender fees draft, EMD draft in envelope at the address of correspondence. Financial bid will be compulsorily submitted online on https://gmdctender.nprocure.com Start Date: 17-10-2023 End Date Online: 21-11-2023 Physical Documents submission: 24-11-2023



13.	Address for Correspondence and Submission of Bid document	<p>Prospective bidders shall submit their Technical Bids to the below address (No physical financial bids should be attached):</p> <p>Chief Executive Officer, GMDC – Gramya Vikas Trust (GVT), Second Floor, GMDC Ltd., Khanij Bhavan, 132 ft. Ring Road, Ahmedabad - 380052 Email: ceogvt@gmdcltd.co.in</p>
14.	Bid Details	<p>Bid Validity: 180 days from the date of submission of the bid.</p> <p>Opening of technical Bid & PQ documents submitted by the bidders: Date: 02-12-2023 Time: 4pm Place: GMDC-GVT OFFICE, Technical Evaluation: 10-12-2023</p> <p>Opening of Financial Bid: Will be intimated separately.</p>

2.2. Instruction to bidders

The Bidder is required to carefully study all instructions, forms, terms, conditions and other details mentioned in this RFP. In case the Bidder possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process individually (the "Sole Firm") in response to this invitation. Failure to submit complete and legible information and documents as required in the RFP or submission of a Bid / Proposal not substantially responsive as per requirements of the RFP in every respect will be at the Bidders risk and may result in rejection of its Bid / Proposal.

The Bidder is advised that the selection of the Operating partner shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. The Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.2.1. General Information

- a. No Bidder shall submit more than one Bid for this Project.
- b. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Operating agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Operating Agreement.
- c. The Technical Bid should be furnished in the prescribed format along with all supporting documents, duly signed by the Bidder's authorized signatory. The Financial Bid should be furnished in prescribed format and shall clearly indicate the amount of viability gap funding (VGF) and other expectations from GMDC-GVT
- d. The Bidder should submit a Power of Attorney as per the prescribed format, authorizing the signatory of the Bid to commit the Bidder.
- e. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- f. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- g. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidder solely for the purpose of preparation and submission of Bid in accordance herewith. The Bidder shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this confidentiality Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidder, and the Authority will not return to the Bidder any Bid, document or any information provided along therewith.
- h. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified in Clause for submission of



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Bids (the “**Bid Due Date**”).

- i. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidder about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operating partner set forth in the Operating Agreement for the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Operating Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- j. Financial Bids for the Project shall be evaluated based on final score that will be calculated through Quality & Cost-based selection (QCBS) method based on the criteria defined in section evaluation of Bid Evaluation”).
- k. **Information for online participation:**
 - ❖ Internet site address for e-Tendering activities will be <https://gmdctender.nprocure.com>
 - ❖ Interested bidders can view detailed tender notice and download tender documents from the above-mentioned website.
 - ❖ Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id & password on their own in registration process.
 - ❖ Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not procure the same. In case bidders need any clarification regarding online participation, they can contact:
M/s (n)code Solution, 301, G.N.F.C. Info Tower, Near Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 7926857316 / +917926857317 / Tel: +917926857318

2.2.2. Operating Agreement

- a. The successful Bidder has to execute an Operating Agreement with the Authority. Henceforth, the Operating partner has to start an escrow account and share the details of the revenue and expenses from School operations with the Authority.
- b. The Escrow Arrangement as a tripartite between the **Successful bidder**, the Authority / GMDC-GVT and the Escrow Agent (a Bank) to ensure that the Project cash flows are routed through the escrow account only with supplementary escrow arrangements for payments and receipts to and from different sources.
- c. The Operating partner to share monthly MIS and quarterly financial statements including the profit & loss statement, cash flow statement and balance sheet. The financial statement needs to be certified by the Statutory Auditor of both the Parties.

2.2.3. Site Execution

- a. The Project Site for execution of the Project shall be made available to the Operating partner once the Project is awarded. The Operating partner shall satisfy himself regarding the condition of the site, actual completion of construction works, availability of land area, facilities etc. by visiting the Project Site at its own cost and expenses.

2.2.4. Address for communication

- a. All communication in reference to this RFP must be made to the below address:
**GMDC-GVT
(A Subsidiary of GMDC)
Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground,
Vastrapur, Ahmedabad-380052
India**

2.2.5. Project Period

- a. The Authority shall provide basic infrastructure in the form of land, building, furniture for the students and staff (teaching & non-teaching), and other amenities as decided in the Operating agreement for the school. The Operating partner shall be required to procure and install the necessary equipment as set out in the terms and conditions of the Operating Agreement to conduct day-to-day operations of the school. The operating



agreement contract period shall be from the scheduled commencement of the project with an initial period of 3 (Three) years renewable up to 6 (six years) every 3 years (3+3+3 years) (“**Project Period**”) and may be renewed at the sole discretion of the Authority provided there are no material defaults during the entire term of the Operating Agreement. The Scheduled Commencement Operation Date (“**SCOD**”) of the school shall be the start of the academic year 2024-25

2.2.6. Taxes & Duties

- a. The Operating partner will follow and adhere to the prevailing rates of taxes as per their incorporation. Any default shall be considered as breach of the operations agreement.

2.2.7. Copyright

- a. The copyright of any school related drawings, design documents, source code and other materials containing data and information furnished by GMDC-GVT to the Purchaser by the Supplier / successful Bidder herein shall remain vested in the Supplier / Successful Bidder, or, if they are furnished to the Purchaser directly or through the Supplier / Successful bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.2.8. Arbitration

- a. All questions, disputes, differences whatsoever which may at any time arises between the parties to this Tender and subsequent contract in connection with the Tender and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator.
- b. As per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only.
- c. The Language of the Arbitration shall be in English only. Governing Law this Tender and subsequent Contract
- d. shall be construed and interpreted in accordance with and governed by the laws of India.

2.2.9. Jurisdiction

The matter related to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

2.3. Pre-bid Meeting

A Pre-Bid Meeting of the potential Bidders shall be convened at the designated date as notified in this RFP. All those persons who have downloaded the RFP document shall be allowed to participate in the Pre-Bid Meeting. A maximum of two (2) representatives of each Bidder shall be allowed to participate in the production of authorization letter from the Bidder.

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

The queries should necessarily be submitted in editable excel sheets with the following additional information.

- a. Name of the organization submitting clarification request
- b. Name and position of person submitting clarification request and attending the pre-bid meeting, if applicable
- c. Full formal address of the organization including phone and email points of contact

	RFP Document Reference(s)	Page No.	Content of RFP requiring Clarification(s)	Clarification by GMDC – GVT

2.4. Preparation of Bids

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and the participation in the Bidding Process. The Authority will not be responsible or in anyway liable for such costs or expense, regardless of the conduct or outcome of the Bidding Process.



2.4.1. Site visit and verification of information

The Bidder is encouraged to submit their respective Bid after visiting the “Project Site” and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, gather data, applicable laws and regulations, and any other matter considered relevant by the Bidder. The cost for this visit will be borne by the bidder.

2.4.2. Acknowledgement by the Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

- a. Made a complete and careful examination of the Bidding Documents.
- b. Received all relevant information requested from the Authority.
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters.
- d. Satisfied themselves about all matters, things and information including matters referred necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
- e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Operating agreement by the Selected Private Agency; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- g. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.4.3. Right to accept or reject any or all the Bids

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all qualified Bidders to submit fresh Bids hereunder.
- b. The Authority reserves the right to reject any Bid and appropriate the Bid Security, if:
 - ❖ At any time, a material misrepresentation is made or uncovered; or
 - ❖ the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - ❖ Such misrepresentation / improper response shall lead to the disqualification of the bidder.
- c. If disqualification / rejection of a Bidder occurs after the Bid has been opened and the highest scoring Bidder gets disqualified / rejected for a Project, then the Authority reserves the right to:
 - ❖ Invite the remaining qualified Bidders to match the highest scoring Bidder for such Project; or
 - ❖ Take any such measure as may be deemed to fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- d. In case it is found that during the evaluation or at any time before signing of the Operating Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification 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 forth with if not yet appointed as the Operating partner either by issue of the LOA or entering into of the Operating Agreement, and if the Bidder has already been issued the LOA or has entered into the Operations Agreement, 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 Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Operating Agreement or otherwise.
- e. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding 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.



2.4.4. Clarifications

The Bidder requiring any clarification on the RFP may notify the Authority by ceogvt@gmdcltd.co.in by using the format given below. The Bidder shall send in any query on or before the date specified in the schedule of Bidding Process. The Authority shall endeavor to respond to the query within the period specified therein. The responses would be <https://gmdctender.nprocure.com>.

The Authority shall upload all the queries and its responses there to without identifying the source of queries.

The Authority shall endeavor 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 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority, or its employees or representatives, shall not in any way or manner be binding on the Authority.

2.4.5. Amendment to RFP

- a. At any time prior to the Bid Due Date, 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 Addendum / corrigendum.
- b. Any Addendum / corrigendum thus issued hereunder shall be uploaded at <https://gmdctender.nprocure.com>
- c. In order to afford the Bidder a reasonable time for taking an Addendum / corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.4.6. Fraud and Corrupt Practices

- a. The Bidder and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Operating Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Operating Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Operating Agreement, as the case maybe, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Operating partner, 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 be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Operating Agreement, or otherwise.
- b. Without prejudice to the rights of the Authority under Clause of rights and remedies which the Authority may have under the LOA or the Operating Agreement, or otherwise, if a Bidder or Operating partner, 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 LOA or the execution of the Operations Agreement, such Bidder 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 termination of Operating partner, 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, as the case may be.

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

1. **“Corrupt Practice”** means 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 of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Operating agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(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 save and except or engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Operating Agreement, as the case may be, any person in respect of any matter relating to the LOA or the work agreement, 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;



2. **“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.
3. **“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.
4. **“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
5. **“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.

2.4.7. Contacts during Bid Evaluation

- a. The 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, the Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and / or their employees / representatives on matters related to the Bids under consideration.

2.4.8. Jurisdiction

- a. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - ❖ 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.
 - ❖ Consult with any Bidder in order to receive clarification or further information.
 - ❖ Qualify or not to qualify any Bidder and / or to consult with any Bidder in order to receive clarification or further information.
 - ❖ retain any information and / or evidence submitted to the Authority by, on behalf of, and / or in relation to any Bidder; and / or 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 anyway related to or arising from the exercise of any rights and / or Performance of any obligations hereunder, pursuant hereto, and / or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

The Operating agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- ❖ Operating Agreement.
- ❖ The RFP.
- ❖ i.e. the Operating Agreement at (i) above shall prevail over the RFP at (ii) above.

2.4.9. Language

- a. The Bid and the annexures in relation to the Bidding Process shall be in English language. Supporting documents 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, the English language translation shall prevail.

2.4.10. Format and signing of Bid

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

Each page of the Technical Bid shall be numbered and signed and stamped by an authorized signatory of the Bidder holding the Power of Attorney (the “Authorized Representative”). A copy of the Power of Attorney certified in the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.



2.5. Submission of Bids

The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. The Bids should be submitted not later than the due date and time specified in the bid schedule or if any Corrigendum published.

2.5.1. Procedure for Submission of Bid

- a. The tender is being executed through e-tendering.
- b. The technical bid and PQ documents, tender cost draft, EMD draft, evidential documents to be submitted in an envelope at the address of correspondence.
- c. The Financial Bid has to be submitted online on <https://gmdctender.nprocure.com> compulsorily.

2.5.2. Modifications / Substitution / Withdrawal of Bids

- a. No Bidder shall be allowed to withdraw the Bid after submitting the same.
- b. No Bidder shall be allowed to submit a modified Bid.

2.5.3. Bid Due Date

- a. The Technical Bid and Financial Bid specified above should be submitted before or by 30-10-2023
- b. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders. The Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. Once the Bids submission date and time is over, the Bidder cannot submit their Bid. The Bidder only will be held responsible if their Bid is not submitted in time due to any reasons.

2.5.4. Content of the Bid

- a. The Technical Bid shall be furnished in the prescribed format at along with all the information and supporting documents (complete in all respects) as requested in this RFP. The Financial Bid should be furnished in the prescribed format.
- b. The opening of Bids and acceptance of shall be substantially in accordance with this RFP. The proposed Operating Agreement shall be deemed to be part of the Bid.

2.5.5. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation of 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 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 entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.

2.5.6. Proprietary Data

- a. All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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.

2.5.7. Disqualification of bids

The Authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder / bid from the bid process if the bidder:



- a. Has not submitted the bid in accordance with the bidding document.
- b. Has submitted bid without submitting the prescribed Cost of Bid Document, Bid security or the Bidder's authorization certificate / Power of Attorney.
- c. Has imposed other conditions in his bid.
- d. During validity of the bid or its extended period, if any, increases his quoted Bid Amount.
- e. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- f. Has failed to provide clarifications related there to, when sought.
- g. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the Bid Security.
- h. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

2.5.8. Force Majeure

- a. No penalty or damages shall be claimed in respect of any failure to provide services which the Operating partner can prove to be directly due to a war, strikes, fire, flood or hurricane / storm or force majeure which could not be foreseen or overcome by the Operating partner
- b. Force majeure is herein defined as any clause which is beyond the control of the Successful bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract,
- c. such as:
 - a. Natural phenomena such as flood, Drought, Cyclone, earthquake and epidemics, declaration of war.
 - b. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- d. The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC. For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist. If any of the Force Majeure conditions exists in the place of operation of the Successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- e. The Successful bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and / or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time.

2.5.9. Earnest Money Deposit (Bid Security)

- a. The Bidder shall furnish as part of its Bid, an EMD ("**Bid Security**") for the Project referred to in Clause of bid submission in the form of a bank guarantee issued in form of a demand draft of INR 50,000/- in name of GMDC Gramya Vikas Trust, payable at Ahmedabad from govt. approved / scheduled banks except cooperative banks (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- b. The Bid Security shall be accepted as demand draft or any other format including Bank Guarantee
- c. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- d. The Bid Security of any Bidder who have not been selected will be released not later than 60 (sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (sixty) days after the issue of the LOA, whichever is earlier.
- e. The Selected Bidder's Bid Security will be returned, without any interest, upon the Operating partner signing the Operating agreement for the Project and furnishing the Performance Security in accordance with the provisions thereof.
- f. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the



- events of rejection of bid due to any reason mentioned in **point** below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- g. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or under the Operations Agreement, or otherwise, if
 - Bidder submits a non-responsive Bid.
 - Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
 - h. Selected Bidder fails within the specified time limit.
 - To sign and return the duplicate copy of LOA; or
 - To sign the Operating Agreement; or
 - To furnish the Performance Security within the period prescribed therefore in the Operations Agreement;
 - i. Selected Bidder, having signed the Operating Agreement for a Project, commits any breach thereof prior to furnishing the Performance Security.

2.5.10. Performance Security

The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee to be issued in form of a demand draft of INR 20,00,000/- made in name of GMDC Gramya Vikas Trust, payable at Ahmedabad from govt. approved/scheduled banks except cooperative banks under the Operations Agreement. Performance security shall be valid till end of Project Period.

2.6. Bid Evaluation

2.6.1. Methodology

- a. The Bidders will be selected through a QCBS Bidding Process.
- b. The process will involve 4 stages. The four stages will be pre-qualification, technical qualification 1 (Quantitative), Technical qualification 2 (Qualitative), Financial qualification.
- c. The Bidders scoring at least 70% marks in overall technical evaluation to be considered for financial evaluation, while 50 % in technical evaluation 1 to qualify for technical evaluation 2.
- d. The authority will appoint a Tender Evaluation Committee (TEC) to scrutinize and evaluate the Technical and Financial Bids received. The TEC shall examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the Bid requirements. The Authority may waive any informality or non-conformity in a Bid which does not constitute a material deviation according to Authority.
- e. There should be no mention of Bid prices in any part of the Bid other than the Financial Bid.
- f. The Bidder's competence and capability is proposed to be established by the following parameters:
 - ❖ Evaluation of Technical Capabilities; and
 - ❖ Evaluation of Financial Bid;
 - ❖ The QCBS methodology would be applied, and an H1 Bidder would be ascertained accordingly.

2.6.2. Stage 1: Pre-qualification criteria

S. No.	Particulars	Pre-Qualification Requirement	Supporting Documents
1.	Legal Entity	Bidder should be <ol style="list-style-type: none"> a. A single legal entity and incorporated in India atleast b. 10 years prior to 1st Jan. 2023. c. It should be a 'not for profit' company / trust / society / registered / incorporated in India under the provision of Companies Act, 1956 or 2013 / The Indian Trusts Act, 1882 / The Society Registration Act, 1860 respectively. 	<ol style="list-style-type: none"> a. In case of a company: - Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies And Memorandum & Articles of Association. b. In case of registered society: - Certified copy of Registration Deed with Objects of constitution



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		<p>d. In case of Companies, it must be registered as 'not for profit' under Section 8 of the Companies Act, 2013 for minimum 5 years' period prior to 1st January 2023</p> <p>e. Consortium / Joint Venture in any form is not permitted.</p> <p>f. Registered with GST Authorities in India.</p>	<p>of society.</p> <p>c. In case of corporation: - Authenticated copy of the Parent statute.</p> <p>d. In case of Trust: Certified copy of the Trust Deed.</p> <p>e. Copy of Registration with State / Central Government and Copies of valid PAN, GSTIN, as Per statutory requirement.</p>
2.	Presence in the field of Education	<p>a. Bidder should be Renowned Education institution with experience in operating Primary and Higher Secondary Schools (i.e. from LKG to 12th Std.in any Indian State / UT for at least 10years (as on 1st Jan 2023) with State Board/CBSE/ICSE/IGCSE/IB curriculum.</p>	<p>a. Certificate from statutory education bodies representing the Experience of the Bidder in Operation and Maintenance of Schools.</p> <p>b. Affiliation certificate issued by concerned affiliating Central or State Board of Primary & Secondary Education.</p>
3.	Enrolled Candidates	<p>a. Bidder should have enrolled at least 1000 students under primary / higher secondary institution(s) in each of the 3 financial years (FY 2020-21, FY2021-22 andFY2022-23).</p>	<p>a. Self-declaration to be submitted by the authorized signatory along with relevant supporting documents.</p>
4.	Financial Capability	<p>a. The Bidder should have an average turnover of INR 5.0 crores over the 3 financial years (FY2020-21, FY2021-22 and FY2022-23).</p>	<p>a. Audited financial statements (P&L and Balance Sheet) for last three (3) financial years.</p>
5.	Net Worth	<p>a. The Bidder should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years (FY2020-21, FY2021-22 and FY2022-23).</p>	<p>a. Certificate from the Statutory Auditor.</p>
6.	Blacklisting	<p>a. The Bidder should not be in eligibility for corrupt or fraudulent practices or blacklisted by the Central Government, any State Government, a Statutory Body or any Public Sector Undertaking, three years prior to the last date of submission of bid.</p>	<p>a. Self-certificate letter of undertaking to this effect on company's letter head signed by company's authorized signatory</p>
7.	Litigation History	<p>a. The Bidder should not be involved in any major litigation that may have an impact on or compromise delivery of services as required under this RFP.</p>	<p>a. Self-certificate letter of undertaking to this effect on Bidder's letter head signed by the Bidder's authorized signatory</p>

2.6.3. Technical Evaluation Criteria

Qualified Bidders meeting the qualification Technical Capacity and Financial Capacity will be awarded score as per pre-defined marking scheme in accordance with the evaluation criteria set out in technical score.

Qualified Bidders will be evaluated across parameters like Past Experience in the field of Education, Past Experience in operating school, Past Experience with Public Sector / Government, Operational Performance - Pass percentage, Operational Capability, Financial Capability, Approach & Methodology and the Institution should have co-curricular facilities. The Bidder shall be liable to give a presentation to the committee along with relevant documents, submitted with their Bids. The technical evaluation shall be of 100 marks.

Note: The Financial Bid of the Qualified Bidders who score atleast 70marks out of 100 (technical score) will only be opened for evaluation.



S N	Particulars	Pre-Qualification Requirement	Graded Marks	Supporting Documents
Quantitative Evaluation (Technical evaluation 1)				
1	Past Experience in the field of Education	Bidder should be renowned Education institution with experience in operating Primary and Higher Secondary Schools for at least 10 years with State Board / CBSE / ICSE / IGCSE / IB curriculum.	Experience in operating number of school branches with the following criteria, as on year 2023 (Total - 15 Marks) ❖ No. of schools run by the institution <ul style="list-style-type: none"> • 1-2 Schools (3 Marks) • 2-5 Schools (7 Marks) • More than 5 Schools (10 Marks) 	a. Certificate from statutory education bodies representing the Experience of the bidder in Operation and Maintenance of Schools. b. Affiliation certificate issued by concerned affiliating Central or State Board of Primary & Secondary Education.
2	Past Experience in operating school of scale	Bidder should be renowned Education institution with Experience in currently operating Primary and Higher Secondary Schools for at least 5 years with State Board / CBSE / ICSE / IGCSE / IB curriculum.	Experience in anyone of currently operating school Primary and Higher Secondary, operated by the group: (Total - 10 Marks) Scale of school <ul style="list-style-type: none"> • 1000 students (5 Marks) • Upto 2000 students (7 marks) • 2000 and above number of students (10 marks) 	a. Certificate from statutory education bodies for student strength. b. Appropriate documents to be produced.
3	Past Experience with Public Sector / Government / townships of private organizations	The Bidder who have prior experience in operating educational institutions (Primary or Secondary schools) along with Public Sector / Governmental agencies.	Bidder may have executed / operate at least 1 school along with Public Sector / Governmental agencies / townships of private organizations in the last academic years till March – April 2023 (Total - 5 Marks)	a. Certified copy of the contract agreement and completion. certificate(s) on the letterhead of the company issuing the certificate.
4	Operational Performance - Pass percentage	Percentage of students passed in the below 5 academic years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) in the primary and secondary schools operated by the bidder in Gujarat (as claimed in 2).	Average percentage of pass students against appeared candidates in the last five years in all the secondary / higher secondary schools operated by the agency in Gujarat State Board / CBSE / ICSE / IGCSE / IB curriculum. (Total - 10 Marks) <ul style="list-style-type: none"> • Pass%10th – 5 marks 90%-99% (3 Marks) 100% (5 Marks) • Pass%12th – 5 marks 90%-99% (3 Marks) 100% (5 Marks) 	a. Self-declaration to be submitted by the authorized signatory along with relevant supporting documents. Relevant documents from Board / reports



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5	<p>Co-curricular facilities and achievements</p>	<ol style="list-style-type: none"> 1. Special Coaching for Competitive exam 2. Participation in state / National / International level competition for sports in the past five years 3. Teach additional skills 4. Vocational training for better employability & 5. Career counseling & guidance 6. Special guest lectures (International / National / state level experts) 7. Corporate social responsibility 8. Personality development, Communication skills, 9. Scientific research 10. Participation in state / National / International / SGFI (School Games federation of India) level competition for sports 11. Impart coaching for National level competitive exams like IIT / NEET / CLAT. 12. National Merit cum means scholarship exam <p>Performance in National Talent search exam</p>	<ol style="list-style-type: none"> a. The Institution should have co-curricular facilities. If the institution has group of schools, different schools can be picked to showcase the practices and their impact – 7.5 marks b. Achievements in the co-curricular activities should be highlighted with relevant evidential proofs - 7.5 marks (Total - 15Marks) 	<ol style="list-style-type: none"> a. The Bidder should give a detailed presentation supported by relevant documents to the committee. should enclose sufficient documents to substantiate the availability of infrastructure and faculties. The bidder should furnish copies of results published by the competent authorities along with self-undertaking. b. The bidder should furnish copies of results published by the competent authorities along with self-undertaking. c. The bidder should furnish copies of relevant certificates issued by state / National / International / SGFI (School Games federation of India) authorities along with self - undertaking. d. Self-undertaking by the competent authority of the bidder.
6	<p>Operational Capability – teachers and non-teaching staff</p>	<p>Bidder should propose sufficient number of qualified teaching and non-teaching staff required to run the school operations for LKG to 12th Standard (two sections each).</p>	<p>Bidder should have possessed sufficient number of qualified teaching and non-teaching staff required in running the school, in all classes in their schools (15 Marks)</p> <p>Teacher: Pupil Ratio</p> <ol style="list-style-type: none"> a. The School should have maintained the Students teacher ratio of 1:50 across all the classes for English, Science, Mathematics subjects from 1st Standard to XII standard – 2marks b. The School should have maintained the Students teacher ratio of 1:30 across all 	<p>Self-attested Relevant documents and certificates should be produced like attendance of teachers and enrollment of students</p>



			<p>the classes for English, Science, Mathematics subjects from 1st Standard to XII standard (5 marks)</p> <p>Non-teaching staff The School should have maintained 1 librarian, 1 accountant, 1 sports teacher in last 3 yrs – 2 marks</p> <p>The School should have maintained 1 librarian, 1 accountant, 1 sports teacher in last 5 yrs (5 marks)</p> <p>Availability of school management committee</p> <table border="1"> <tr> <td>School management committee</td> <td>3 Marks</td> </tr> <tr> <td>Parent Teachers Association</td> <td>1 Mark</td> </tr> <tr> <td>Executive committee (it may be named differently in schools. It is committee of which is involved a regular & periodic review of the school's progress and activities)</td> <td>1 Mark</td> </tr> </table>	School management committee	3 Marks	Parent Teachers Association	1 Mark	Executive committee (it may be named differently in schools. It is committee of which is involved a regular & periodic review of the school's progress and activities)	1 Mark	
School management committee	3 Marks									
Parent Teachers Association	1 Mark									
Executive committee (it may be named differently in schools. It is committee of which is involved a regular & periodic review of the school's progress and activities)	1 Mark									
7	Financial Capability	The Bidder should have an average turnover of minimum INR 5.0 crores over the last three financial years (FY 2019-20, 2020-21, 2021-22).	<p>Bidder average annual Turnover of group of schools (Total – 10 Marks)</p> <ul style="list-style-type: none"> ❖ Between 5 Cr. And 7 Cr. (5 Marks) ❖ Between 7Cr. And 10 Cr. (5 Marks) <p>More than 10 Cr. (10 Marks)</p>	Audited financial statements (P & L and Balance Sheet) for last three financial years.						
Quantitative Evaluation (Technical evaluation 1)										
8	Approach & Methodology	The Institution should present their approach to the Tender scrutiny and Evaluation Committee on how they will manage the school for the initial project period of 3years and broad projections for the project period of 09 years	<p>The bidders scoring 50% or more in technical evaluation 1 will present the A&M. The Institution should present their approach to the Tender Scrutiny and Evaluation Committee on how they managed the school. (Total – 10 Marks)</p> <p>Key Pointers for evaluating the Institution during their presentation.</p> <ul style="list-style-type: none"> • Institution's mission, vision and objective statement • Defined processes on • Capacity building and development of Human resource • Adherence to Statutory and legal Compliances as per 	Presentation						



			<p>CBSE and NEP 2020 Periodical audits</p> <ul style="list-style-type: none"> Innovative practices and how they can be replicated or customized for School at ATPS Governance structures Benchmarking activities between the different schools run / operated by the bidder Best practices in enrollment, higher learning outcomes Remedial measures <p>Innovative pedagogy and continuous student assessment</p>	
9	Plan for mobilization of students and teachers for the school	The bidders will present a plan for mobilization of students and teachers for the school.	<ul style="list-style-type: none"> Branding and advertising activities Approach towards overall mobilization <p>Total - 10 marks</p>	Presentation

2.6.4. Financial Bid Evaluation

- All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- The Financial Bids for the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial Bids are substantially responsive i.e., not completely filled in the format provided online. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Financial Bid contains forms such as "Financial Bid Cover Letter", "Income & Expenditure Estimate", fees structure and any other expectation of the bidder from GMDC-GVT
- Viability Gap Funding will be given to the Operating partner as mentioned in the Financial Bid and Operating Agreement.
- The viability gap funding is planned to be given in a depreciating staggered manner over the initial 3 years and might be extended based on the performance and situation on renewal of operational agreement in the 4th year. The Operating partner shall endeavour towards complete self-sustainability after 6 years.

Final Financial Score Calculation

The final score shall be calculated through Quality and Cost-based selection (QCBS) method based with the following weightage:

- The lowest quote for operational cost -10 marks**
- The lowest quote for management fees -10 marks**
- The technically qualified bidder who bids the lowest financially will be given a financial score of 100. The financial scores of other bidders for the project shall be computed as follows:

Lowest offer quoted by a qualified bidder (INR) **Normalized financial score of bidder A** = $100 \times \left[\frac{\text{Offer quoted by bidder A (INR)}}{\text{Lowest offer quoted by a qualified bidder (INR)}} \right]$

2.6.5. Composite Bid Evaluation and Contract Award

- Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical bids will be allotted a weight of 80% while financial bids will be allotted a weight of 20%.
- A combined score for a bidder will be arrived at according to the following formula:
Combined score of A = 80 * [Normalized Technical score of A] + 20 * [Normalized Financial score of A]
- The bidder obtaining the highest total combined score in evaluation of technical and financial as per para above will be ranked H-1 followed by proposal securing lesser marks as H-2, H-3 etc.
- Bidder securing highest combined marks and ranked H-1 shall be recommended forward for the contract.



- e. The Department will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

2.7. Selection of Bidder and Award of Contract

- a. Subject to the provisions of selection clause, the qualified Bidder's shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the qualified Bidders on the scheduled date and time in the presence of the Authorized Representatives of the qualified Bidders whom may choose to attend, and the each qualified Bidder for the Project shall be ranked according to the scores obtained. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.
- b. In the event that the H1 Ranked Bidder identified in accordance with sub-rule withdraws, the Tender Accepting Authority will take necessary approval from competent authority and award the contract to H2 Ranked Bidder.
- c. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the selected Bidder for a Project and the selected Bidder for such Project shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event, the duplicate copy of the LOA duly signed by the selected Bidder for such Project 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 qualified Bidder as Damages on account of failure of the selected Bidder to acknowledge the LOA, and the next qualified Bidder may be considered.
- d. After acknowledgement of the LOA as aforesaid by the selected Bidder, it shall execute the Operating agreement within two weeks period. The selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Operations Agreement.
- e. The Operating agreement shall be designed based on the negotiated terms and conditions between the GMDC-GVT and the Selected Private Agency.
- f. Amendment in agreement will be done as per the requirements after finally awarding the contract.

2.8. Termination and Exit Management

2.8.1. Fraud and corrupt practices

- a. The Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the term of the Operating Agreement. Notwithstanding anything to the contrary contained in this RFP, or in the LOA, or the Operating Agreement, GMDC-GVT may reject a Bid without being liable in any manner whatsoever to a Bidder, or the Operating partner, as the case may be, if it determines that such Bidder or the Operating Partner, as the case maybe, has directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NSDC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as Damages, without prejudice to any other right or remedy that may be available to GMDC-GVT under the RFP and / or the Operating Agreement, or otherwise.
- b. Without prejudice to the rights of GMDC-GVT, and the rights and the remedies which GMDC-GVT and Operating partner may have under the LOA or the Operating agreement, or otherwise is a bidder operating partner, as the case maybe, is found by GMDC-GVT 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 LOA or the execution of the Operations Agreement, such Bidder or Operating partner shall not be eligible to participate in any tender or request for proposal issued by GMDC-GVT during a period of 3 (three) years from the date such Bidder or Operating partner as the case maybe, is found 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.
- c. For the purposes of this Clause, the following terms will have the meanings given to them below:
 - a. **Corrupt practice means**
 - (i) offering, giving, receiving, or soliciting, directly 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 of GMDC-GVT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or has dealt with matters concerning the Operating agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC-GVT, will 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 LOA



or after the execution of the Operating Agreement, as the case maybe, any Person in respect of any matter relating to the Project or the LOA, or the Bidding Process o the Operating Agreement, who at any time has been or is a legal, financial or technical advisor of GMDC-GVT on any matter concerning the Project;

- b. **Fraudulent practice** means a misrepresentation or omission off acts 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 the property of the Person to influence improperly the participation and actions of a Person in the Bidding Process;
- d. **Undesirable practice** means(i)establishing contact with any Person connected with or employed or engaged by NSDC 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.

2.8.2. Termination

Termination for Default

The authority may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the selected private agency, terminate the contract in whole or in part: -

- ❖ If the Successful bidder fails to deliver any or all quality services within the time period specified in the contract, or any extension thereof granted by DoIT & C/RISL; or
- ❖ If the Successful bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted there of
- ❖ If the Successful bidder, in the judgement of the Authority, is found to been engaged incorrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. If the Successful bidder commits breach of any condition of the contract.

Termination for Insolvency

- ❖ GMDC-GVT may at any time terminate the Contract by giving a written notice of at least 180 days to the Operating partner and give a time period to complete the academic session, if the Operating partner becomes bankrupt or otherwise insolvent.

Termination for Convenience

- ❖ GMDC-GVT, by a written notice of at least 180 days sent to the Operating partner may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the GMDC-GVT's convenience, the extent to which performance of Operating partner the under the Contract is terminated, and the date upon which such termination becomes effective.
- ❖ Depending on merits of the case the Operating partner maybe appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- ❖ The Operating partner will be given an opportunity to complete the academic year.

Suspension

- ❖ GMDC-GVT may, by a written notice of suspension to the Selected Private Agency, suspend the Contract if the Operating partner fails to perform any of its obligations under this Contract provided that such notice of suspension:
 - Shall specify the nature of failure and
 - Shall request the Operating partner to make good / to rectify such failure within a specified period from the date of receipt of such notice of suspension by the Selected Private Agency. Such rectification will be carried out at the cost and risk of the Successful Bidder

2.8.3. Exit Management

In the case of termination of the Project Implementation and / or Operation and Management, the Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.



Transfer of Assets

The Operating partner may continue work on the assets for the duration of the exit management period which may be a six months' period from the date of expiry or termination of the agreement / completion of academic session which applies, during this period, operating partner will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the authority / designated agency.

- The security deposit / performance security submitted by Operating partner will only be returned after the successful transfer of the entire project including its infrastructure.
- Affiliation to the board will be IPR of GMDC-GVT and Operating partner shall transfer it to GMDC-GVT while exiting.
- All expenses occurred during transfer of assets shall be borne by the operating partner.
- That on the expiry of this clause, the Operating partner and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by Operating partner to GMDC-GVT
- Supplied hardware, software & documents etc., used by Operating partner for School at ATPS shall be the legal properties of GMDC-GVT

Cooperation and Provision of Information during the exit management period

- The Operating partner will allow GMDC-GVT or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable GMDC-GVT or its nominated agencies to assess the existing services being delivered.
- The Operating partner shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to project to GMDC-GVT or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data.
- The Operating partner shall permit GMDC-GVT or its nominated agencies and / or any replacement operator to have reasonable access to its employees and facilities as reasonably required by GMDC-GVT or its nominated agencies to understand the methods of delivery of the services employed by the Operating partner and to assist appropriate knowledge transfer.

Confidential Information, Security and Data

The Operating partner will promptly on the commencement of the exit management period supply to GMDC-GVT or its nominated agencies the following:

- Documentation relating to Intellectual Property Rights.
- Project related data and confidential information.
- All current and updated data as is reasonably required for purposes of GMDC-GVT or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by GMDC-GVT or its nominated agencies; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GMDC-GVT or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to GMDC-GVT or its nominated agencies, or its replacement operator (as the case maybe).
- Before the expiry of the exit management period, the Operating partner shall deliver to GMDC-GVT or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the Operating partner shall be permitted to retain one copy of such materials for archival purposes only.

Transfer of certain agreements

- On request by GMDC-GVT or its nominated agencies, the Operating partner shall effect such assignments, transfers, innovations, licenses and sub-licenses as GMDC-GVT or its nominated agencies may require in favor of GMDC-GVT or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by GMDC-GVT or its nominated agencies, or its replacement operator.
- Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the Operating Agreement, where assets are located at the School at ATPS premises, the Operating partner will be obliged to give reasonable rights of access to GMDC-GVT or its nominated agencies, and / or any replacement operator in order to inventory the assets.



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General Obligations of the selected Bidder

- The Operating partner shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to GMDC-GVT or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- The Operating partner shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- Details to be kept Confidential: The Operating partner shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof in any trade or technical paper or elsewhere without the previous consent in writing by the client. If any dispute arises as to necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the client whose decision shall be final.
- The Operating partner or his representative should neither disclose the data of the project nor sell the data or use it for commercial exploitation or research work without the written permission of the client.

Exit Management Plan

- The Operating partner shall provide GMDC-GVT or its nominated agencies with a
 - a. recommended exit management plan ("Exit Management Plan") which shall deal with atleast the following.
 - b. aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation,
 - c. the operation and management of SLA and SOWs.
- A detailed program of the transfer process that could be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- Plans for the communication with such of the Operating partner partner's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on GMDC-GVT operations
- If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to GMDC-GVT or its nominated agencies, for a reasonable period, so that the services provided continue and do not come to a halt.
- During the exit management period, the Operating partner shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

No Claim Certificate

- The Operating partner shall not be entitled to make any claim, whatsoever, against GMDC-GVT, under or by virtue of or arising out of this Operating agreement in case of termination of contract, nor shall the GMDC-GVT entertain or consider any such claim, if made by the Operating partner and the Operating partner shall have signed a "No Claim" Certificate in favor of the GMDC-GVT in such forms as shall be required after the contract are finally closed.
- Any type of statutory compliance, affiliation with CBSC, Approval from competent authorities would be the responsibility of the Service provider.



Section 3: Terms of Reference (ToR)

3. Public Private Partnership model for the project

3.1. Concept of the CBSE School at ATPS

The school is aimed at providing a very high quality of education in the remotest location of the State. This school is expected to develop students with an all-round personality and excellent scholastic records, which will be measured in terms of pre-defined learning outcomes and key performance indicators.

The school is expected to use ICT in education, have a strong and effective monitoring system for quality evaluation, and prepare the students for competitive examinations. The aim is to improve access, equity, retention, and quality of education.

Some of the benchmarks for learning outcomes and key performance indicators would be performance in curricular and co-curricular activities, score for accreditation, dropout ratio, performance in examinations, etc. The continued failure of the school to achieve the required levels of performance would be penalized.

The School at the ATPS campus is planned to be established under the **Public-Private Partnership** (PPP) model. GMDC aims to support the establishment of this school by providing the school's infrastructure and initial financial support through the viability gap. The partnership will involve a private agency with relevant experience in running the school acting as the **Operating Partner** of the school. This Operating Partner will run the show by setting up administrative and academic processes in the school. The major operations of the school will be carried out using the funds collected as fees from the students. GMDC-GVT will fund a viability gap as per the audit at the end of the academic year in addition to the physical infrastructure of the school at the ATPS campus.

Stakeholders

Students and their parents

- Children of employees from four existing projects that GMDC Ltd. has in Lakhpat (Lignite Project, Panadero / Umarsar / Mata No Madh, and Akrimota Thermal Power Plant)
- Children of employees from two upcoming GMDC Projects
- Children of employees of GEB and other organizations working in Lakhpat
- Local public in the vicinity of 50 km

GMDC

- As GMDC has been running the mining and power plant in Lakhpat, they are the major stakeholder. They aim to provide their employees with an option for high quality education to their children.

GMDC-GVT

- GMDC-GVT is an implementing CSR body of GMDC, which supports GMDC and the communities in and around the project site locations of GMDC. It is engaged in establishing the school through the on boarding of the Operating Partner and monitoring of the operations contract.

Private Agency as operating partner

The private agency that will be selected as operating partners will work towards making the school self-sustainable and run it beyond GMDC / GMDC-GVT support after 3 years.

Objectives

GMDC Ltd. currently has school infrastructure spread across 30,000 sq. ft. with 24 rooms (including 14 classrooms) inside the ATPS colony. We believe that the establishment of a high quality English-medium CBSE school with strong result orientation in Lakhpat, Kutch, will provide a valuable opportunity to the children of the GMDC Project Employees, Contractors, Border Security Force employees, Employees of other organizations whose Projects are upcoming in Lakhpat, and the local community within a radius of 50 km. This may further contribute to the holistic development of the region through access to quality English medium education.

Vision for the school

“Providing high quality education facility to GMDC employees and the local citizens in Lakhpat for overall development of the region.”



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Aim

The aim is to establish a **CBSE school that adheres to CBSE Bylaws, NEP 2020, Samagra Shiksha guidelines, and WASH guidelines** to provide good quality education in the remotest location.

It will also fulfil the core principles of RTE and development while achieving the goals of **access, equity, retention, and quality**.

GMDC-GVT envisions an ATPS school.

- Create a strong foundation for school logistics at Lakhpat.
- Facilitate age-appropriate learning programs to achieve the NEP learning outcomes.
- Provision of highly relevant learning spaces
- Recruit the best teachers and competent staff.
- Establish institutional policies and procedures.
- Track student progress regularly for improvement.
- Ensure access to high-quality school technology and supplies.
- Accomplish the goals within the time frame and budget.

Expected outcomes of the project

- Improve access and enrolment of children in the relevant age group by providing a high-class education system in Lakhpat.
- Create a convenient option for high quality education for the children in remote locations nearby Lakhpat.
- Improve Gross Enrolment Ratio and reduce dropouts in Lakhpat.
- Improve primary education and create a sturdy foundation for study among the students.
- Improve access to quality education for girls and special children.
- Increase students' attendance, retention, and performance.

Envisioned school at ATPS

GMDC-GVT intends to develop a state-of-the-art high-learning **English Medium CBSE** Green Field School (1–12, Day School) with in-built and inherent components of child-friendly pedagogy, digitization, and 21st century skills like digital, financial, life skills, and career guidance at ATPS colony, Lakhpat, Kutch, under the umbrella of GMDC Ltd.

- Day-boarding schools where students attend the classes, complete their homework and assignments, and also undertake various co-curricular activities before leaving the school. As such, an average student is expected to spend 8–9 hours per day in school.
- Teaching will be in English, along with all the available streams after the 10th.
- The number of students in each class will be between **30 and 35, as per CBSE guidelines**. In the case of more students, two sections will be created. The school will maintain a **teacher-to-student ratio of 1:30**.
- There will be a strong emphasis on ICT, and students will also be encouraged to self-study such courses through extensive use of computers to provide a compensatory source of content and pedagogy.
- Lunch and evening snacks for the students at the school
- The school will cater to the needs of 8–10 nearby villages through dedicated school buses.

Expectations from the ATPS School

It is expected to have a close to 100% academic record, where students are encouraged to carry out group and individual assignments, analyze issues, and develop an all-round personality by specializing in at least one co-curricular activity. These students must be very proficient in English and mathematics and be fully conversant with computers.

3.2. Public Private Partnership (PPP)

This school is planned to be established in a Public Private Partnership model. GMD-GVT plans to onboard an eminent private partner with experience in establishing and operating schools to run this school at the ATPS campus.

Benefits of PPP approach for setting up schools are as follows:

- Possibility of setting up a school in the remotest location due to the existing infrastructure facility by the public partner



- Functional efficiency and technical expertise of private Operating Partner enabling early delivery of quality education in the new school.
- Risk of project being distributed between the two parties.
- Private operating partner's efficiency in the context of a long-term agreement is expected to bring self-sustainability to the school project faster.
- Assured admissions due to presence of public sector project campus

PPP will ensure the following:

- **Name of the School:** The name of the school will include "GMDC" as well along with the operating partner.
- **Management of the School:** The management and operations of the school will rest with the Operating Partner with autonomy in decision making with initial approvals from the governance body with representatives of GMDC and GMDC-GVT. The **School Management Committee** will have representatives from GMDC, GMDC-GVT, educational expert, parents and local bodies,
- **School Trust:** GMDC-GVT will be the trust which will run this school. The affiliation from CBSE will be taken under the name of the trust. The school will be operated by the Operating Partner under that trust. The affiliation will be obtained in the name of GMDC-GVT. The process of affiliation will be done by the Operating Partner and facilitated and supported by GMDC and GMDC-GVT. The Operating Partner will be responsible for guidance, school operations, regulatory issues and quality aspects, while GMDC will oversee to ensure quality through regular reviews and annual third-party assessment. The Operating Partner will be responsible for any legal and regulatory non-compliance. This responsibility will be included as an indemnity clause in the operating agreement to safeguard the interests of GMDC-GVT as the trust holding the affiliation of the school.
- **Corporate Social Responsibility (CSR):** GMDC-GVT will run the school bus service under CSR to support the school.

Involvement of GMDC and GMDC-GVT in the project

Organisations	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
GMDC	Funding for infrastructure for establishment and viability gap			Renewal of contract for partial viability gap funding		Reaping incentives of investments in physical infrastructure and operations
GMDC-GVT	Support GMDC for establishment by onboarding partners and close involvement for monitoring and supervision as the establishing trust			Monitoring and evaluation as the trust holding the affiliation of the school		Periodic monitoring and evaluation for achieving the targeted outcomes as the trust holding the affiliation of the school
Operating Partner	End-to-end operations for establishment of school and achieving the enrolment targets and learning outcomes			Work towards achieving self-sustainability		Self-sustainable and operate completely through the fees collected from students

GMDC has a goal of establishment of this school as a self-sustainable entity providing the benefit of quality education for residents of ATPS campus and Lakhpat. Initial support in terms of financial and infrastructure support will be provided by GMDC to create a positive and feasible opportunity in the remote location. This will lead to a long-term objective of creating a social enterprise.

3.3. Terms and Conditions of the PPP Contract

Performance Security

- The Operating Partner will provide a conditional guarantee from a Bank of Rs 20,00,000/- as part of Page No. 15 the Operating Agreement.
- In case of breach of contract and penalties the equivalent amount will be deducted from the bank guarantee submitted by the operating partner.
- GMDC will provide a reverse bank guarantee of the amount equivalent to the bank guarantee of Rs. 20,00,000/- to the operating partner.
- The reverse bank guarantee will provide security to the Operating Partner for high performance and sustainability.



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Fee & Charges

- A differential fee will be charged from the employee quota students and students from outside. The fees charged from employee quota students will be subsidized compared to students from outside.
- Differential fees will be charged for different standards in the school, with lower fees for class 1-5 and higher for Classes 6-10.
- 50% of the planned seat for the academic year will be reserved under employee quota, in case they are not filled that can be converted to open quota.
- Fees will be decided post discussion between the GMDC-GVT and the operating partner based on rules and prescriptions by the school fees regulatory committee and included in the operating contract.
- All tuition fees and development charges collected from the students will be used for development and operations of the school and co-curricular activities. Accounts to be furnished, duly certified by audits.
- The Operating Partner would not be allowed to charge any other fee apart from the decided tuition fees, one-time registration fees, Books & activity fees and Prospectus & application fees, agreed at the time of signing of the Operating Agreement, from the school students. In case it is derived during the audit that additional charges have been collected from students, then the matter may be considered as a breach of Agreement and appropriate action may be taken.
- RTE students will be admitted free of cost. Not more than 10% of students will be admitted under RTE. These can be over and above the planned enrolment for the year.
- Bus service will be provided free of charge under CSR by GMDC-GVT. No component of bus fees will be included in the fees structure.
- A grant of Rs. 50000/- will be paid annually for encouraging hobbies amongst the students. No fees to be charged for hobby classes from students.
- Extra fees can be charged for remedial classes / tuition planned to be conducted post school hours.
- Extra amount will be charged other than the school fees if meals are provided.
- After the school reaches a break-even, the profits earned will be divided as 20% ploughed back for improvement of school infrastructure and operations, 80% as an incentive to the operating partner

Insurance

- The Operating Partner will affect and maintain, such insurances for such maximum sums as may be decided in accordance with mutual agreement during the operations agreement.
- The insurance cost will be included in the operating cost.
- The Insurance cover should also include the following:
 - ❖ Loss, damage or destruction of the school infrastructure at replacement value;
 - ❖ Comprehensive third-party liability insurance including injury to or death of personnel of the Authority or others who may enter the School Premises.
 - ❖ Workmen's compensation insurance; and
 - ❖ Any other insurance that may be necessary to protect the management and its employees.
- The Operating Partner will furnish notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts.

Accounts and Audit

- The GMDC / GMDC-GVT will have the right to inspect the records of the Operating Partner during office hours and require copies of relevant extracts of books of accounts, duly certified by the Auditors, to be provided to the Authority for verification of basis of payments.
- The Operating Partner will, within 30 days of the completion of 6 months of an Accounting Year, furnish to the Authority its unaudited financial results in respect of such 6 months in such manner and form as may be acceptable to the Authority.
- The Operating Partner will appoint and have during the subsistence of this Agreement as its Auditors, a reputable firm of chartered accountants selected in conformity with the eligibility criteria set as internal auditors. All fees and expenses of the Auditors will be paid through operating expenses.
- The trust will have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm of its choice to audit and verify all those matters, expenses, costs, realizations and things which the Auditors are required to do, undertake or certify pursuant to this Agreement.
- Statutory auditors will be appointed by the operating partners for the annual compliance audit.



Payment Schedule

- Payment's schedule will be made on quarterly basis on submission of the deliverable report, audit report and calculation of the viability gap at the end of the quarter.
- For any kind of purchase or procurement for infrastructure / physical asset involving capital expenditure the payments will be made at the end of the quarter on furnishing the approval by SMC to GMDC for the year 1
- GMDC will bear the cost capital cost for the school for year 1. The payment will be made directly to the vendor.
- The currency or currencies in which payments will be made to the supplier / selected bidder under this Contract will be Indian Rupees (INR) only.
- In case of disputed items, the disputed amount will be withheld and will be paid only after settlement of the dispute.
- Payment for those goods which need testing will be made only when such tests have been carried out, and test results received conforming to the prescribed specification.
- Any penalties / liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- Taxes, as applicable, will be deducted / paid, as per the prevalent rules and regulations.
- A fixed management fees will be paid to the operating partner as agreed upon in the operating agreement.
- First 3 years will be supported fully by GMDC through viability gap funding, subsequently in the 4th year the contract will be renewed after performance evaluation and terms of viability gap funding will be decided accordingly for next 3 years.
- The contract will be renewable for 9 years based on performance post which the decision of re-bidding will be taken completely as per situation of the school at that point of time.

Governance and Management

The success of any PPP model is based on the governance model and implementation of the governance process diligently. The school will have a robust administrative and academic governance structure. The operating contract will include the expected processes and practices while GMDC will monitor the operating contract closely to ensure the quality and adherence to the terms of the contract.

Monitoring of Operations Contract by Contract Management Committee (CMC)

Monitoring is a mechanism to identify the bottlenecks in operations of school and implementing of the operating contract and to take remedial measures to improve the effectiveness of the school performance periodically. The monitoring of the School at ATPS will be more for supportive reasons than for punitive actions. It will be an activity to support course correction at the right time to achieve the best results.

Process of Monitoring

- The monitoring will involve 5 forms of activities which are as follows: Process monitoring, Compliance monitoring, financial monitoring, Organizational monitoring, Results monitoring.
- Out of all the 5 levels of monitoring, indicators of students' progress in the classroom will be a critical initiative which can play a crucial role in achieving the learning outcomes. An academically sound process for monitoring students in the form of baseline and endline surveys, periodic spot surveys will be established by the operating partner.
- Third party agency will be appointed by GMDC-GVT, and the results will be considered for strategic annual goal setting and identifying the special needs in languages and numeracy amongst the students which forms the base of good quality education. This has been prescribed by NIPUN Bharat guidelines under NEP 2020.
- An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by a procuring entity to monitor the progress of the contract during its delivery period.
- During the delivery period the CMC will keep a watch on the progress of the contract and will ensure that the quantity of goods and service delivery is in proportion to the total delivery period given. This is done by periodic visit to the school campus.
- If there are signs of low performance the issues and challenges can be resolved to support, or timely red flag can be raised to the Operating Partner to improve the performance against the Key Performance Indicators (KPI).
- Any change in the team / infrastructure / processes and practices will be notified forth by the School Management Committee (SMC) to GMDC-GVT in writing and such change will not relieve the Operating Partner etc., from any liability under the contract.



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- No new partner / partners will be accepted in the school by the Operating Partner in respect of the contract unless he / they agree to abide by all its terms, conditions, and deposits with the GMDC-GVT through a written agreement to this effect.
- The Operating Partners` receipt for acknowledgement or that of any partners subsequently accepted as above will bind all of them and will be sufficient discharge for any of the purpose of the contract.
- The Operating Partner will not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of GMDC-GVT.

Performance Indicators

A Key Performance Indicator (KPI) is a type of performance measurement that helps to understand how the school is performing and allows to understand if the school is headed in the right direction with the planned roadmap.

- Key Performance Indicators along with their targets will be defined in the Operating agreement after mutual agreement between the two parties.
- Key Performance Indicators play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services and delivery from the Operating Partner and any vendor for the school.
- There are five major categories through which the performance of a school can be measured: academics school environment, attendance rates, teacher capacity and statutory & regulatory compliance.
- The Key Performance Indicators will be tracked on a periodic basis and have penalty clauses on non-adherence to any of them.
- The Operating Partner will submit reports on all the Service Levels / targets to CMC in accordance with the specified formats and reporting periods and provide clarification, if required.
- The Key Performance Indicators are defined with targets and levels of achievement.
- Grace period: First two academic years of the school will be treated as grace years and no penalties will be levied against non-achievement of KPIs. The areas of improvement will be identified, and support will be provided for achieving the targets.
- In case the Operating Partner achieves the targets in the first two years, incentives for better performance can be provided by GMDC-GVT as per the provisions of the Operating agreement which will be mutually agreed upon.
- GMDC-GVT will be entitled to specify and declare an extension of Grace Period and revise the penalties and incentives specified in Operating agreement as per the requirement at the start of the academic year. In case of any changes, amendments will be made in the operations contract in form of an addendum.
- These Key Performance Indicators will be reviewed and inspected by the contract management committee and a third-party verification and assessment will be planned periodically for objective review and the identification of strengths and gaps.

Key Performance Indicator for performance tracking

Sr. No.	Key Performance Indicator
Academic performance	
1	Enrolment of students as per the planned annual target
2	Drop-out rate / retention rate of students annually
3	Completion and delivery of the annual curriculum
4	Timely conduction of periodic student assessment
5	Proficiency rates of students for each subject taught
6	Pass % of students in 10th & 12th std. students
7	Number of students for remedial classes
8	Number of students involved in sport competitions
9	Extra-curricular activities conducted
Overall operations	
1	Maintenance of the campus and building
2	Safety levels on the school campus



3	School promotes and adopts eco-friendly practices (water harvesting, solar lighting, recycling etc.)
4	Clear vision that is communicated to all stakeholders
5	Clean and hygienic toilets and classrooms
6	Well maintained laboratories and library
7	Well established computer lab
8	Timely update of website
9	Lowest Viable gap funding
10	Staff retention
11	Achievement of quality standards prescribed nationally
12	Percentage Of Classes Using Technology
13	Percentage Of Administrators Using Technology
14	Social Media Engagement
Attendance rates	
1	Attendance of students
2	Attendance of teachers
3	Absenteeism of students due to health issues
4	Absenteeism of students due to social reason
Teacher Capacity	
1	Teachers have annual / term-wise academic plans.
2	Teachers are conversant with effective and innovative pedagogical practices and use them for classroom delivery
3	Principal / School leader understand new curricular practices and applies
4	Provisions for regular professional development of teachers
5	Well laid down performance appraisal and feedback system for teachers
6	Number to training sessions for the teachers annually
Statutory and regulatory compliance	
1	On time commencement of the academic session
2	Timely deployment and Availability of teaching staff
3	Compliance to cadence of Parent activities
4	Achievement of quality standards prescribed nationally
5	Availability of annual development plan, for all aspects related to a school
6	Varied forms of assessment are used to attain Learning Outcomes and regular feedback is given to students and guardians
7	Promotes health and wellness among students through different activities
8	Sensitizes staff and all stakeholders towards CWSN
9	Timely submission of the compliance reports to CBSE
10	Constitution of the mandatory committees and their regular proceedings

3.4. Governance and Management Bodies for School

- Trust:** GMDC-GVT will be the **trust / society** under which the school will be registered. The affiliation for the school will be under the name of GMDC-GVT trust. The trust will onboard the operating partner.
- Contract Management Committee (CMC):** A committee comprised of GMDC and GMDC-GVT members. This



committee will monitor the operating contract through a review of the performance indicators set in the operating contract for compliance and success. GMDC will appoint a dedicated expert to be invited on call basis for heading the CMC and closely monitoring the work done against the contract. This person would have substantial experience in school operations and administration.

3. **School Management Committee (SMC):** Committee will be the approving authority for operations of the school. This committee will be responsible for higher order administrative and financial management decisions for the school.
4. **School Core Committee (SCC):** The Committee will be responsible for day-to-day operations and the results expected from the school in terms of administrative, financial, and academic performance.
5. **Mandatory Committees:** CBSE as a regulatory body mandates these committees. These committees will be constituted with members from teaching and non-teaching staff and will be responsible to comply by the guidelines laid down by CBSE.

****Annexure 11. Detailed composition and roles and responsibilities of governance bodies**

3.5. Mandatory Audits and Assessments

1. Third Party Assessment

Eligibility Criteria for a Third-Party Assessor

Qualification and Experience Requirements of Assessors:

- The agency or its 5 members should have experience in assessments for at least 10 years.
- The agency or its employees should have completed 5 projects in educational institutional assessments.
- Extensive experience in creating assessment tools and performing academic and administrative assessments for educational institutions.
- Experience in conducting QMS / ISO audits is an added advantage.

2. Internal Audit

Eligibility Criteria for an internal auditor

- Should be a chartered accountant with an experience of 10 years in corporate accounting and internal audits.
- Should have completed at least 5 internal audits for educational institutions.
- Should have done at least 2 audits for CBSE schools.

3. Statutory Audit

Eligibility Criteria for a Statutory Auditor

- The Chartered Accountant firm should have at least an experience of 5 years from the establishment or registration of the firm.
- The firm should not have been debarred from Statutory Audit of any Company.
- The firm must be empaneled with Comptroller and Auditor General of India.
- Chartered Accountant firm should have at least 4 number of full-time partners associated with the firm for not less than 3 years with at least one being a fellow CA
- Annual Turnover of the Chartered Accountant firm (Average annual in last 3 financial years) will not be less than Rs.25 Lakhs.
- The Chartered Accountant firm should have a minimum of 5 assignments of Statutory Audit of organizations / institutions except BANK Branch Audit having a turnover of at least Rs. 5 Crores in the last 3 Years.
- The Chartered Accountant firm should have had a minimum of 3 assignments in CBSE school audit in the last 3 years.
- The Chartered Accountant firm should have its head office in the state of Gujarat.
- The firm or any partners of the firm should not be blacklisted by any PSUs or Govt. Co. or any other organization in respect of any assignment or behavior.

3.6. Scope of Work for the Operating Partner

Every geographic location presents unique opportunities and challenges for starting and operating a school. The Operating partner will identify key issues to be addressed through this school, gather information through market survey to understand competition, understand parent preferences, design education programs, create position through marketing and branding activities, obtain statutory approvals to identify key criteria for making the school be successful and sustainable.



The Operating partner will act like an operating partner to GMDC-GVT at School at ATPS, Lakhsat. They will be involved in end-to-end development, operations and maintenance of the School at ATPS and work towards making it financially self- sustainable in the 3 academic years.

Operating Plan - Commencement and Annual

Any school has three important phases in its lifecycle which begins with laying the foundation of the goals, culture, processes and practices during the commencement, maintaining them through the annual processes and sustaining through evolving of new best practices and processes.

- ❖ GMDC Management - Is the overall supervisor of the school.
- ❖ GMDC-GVT - trust which holds the affiliation for the school
- ❖ Operating Partner – Private agency selected for operations of the school.
- ❖ SMC – School Management committee which takes administrative and academic decisions.
- ❖ SCC - School Core Committee responsible for day-to-day activity of the school
- ❖ The Contract Management Committee is responsible for implementation of the PPP contract for GMDC.

Commencement

The operations of the school at ATPS campus are planned to commence from academic year 2024-25. The preparation for the same will involve onboarding an operating partner. Once the Operating Partner is onboard, commencement planning and operations will be a joint effort of GMDC-GVT and the operating partners as per the well-defined roles and responsibilities.

A broad workplan for Commencement of the school in 2024-25 will involve the following activities and their tentative timelines have been laid for tracking the progress.

Major Activities	Timeline
Publishing of RFP for onboarding of Operating Partner	Oct -23
Onboarding of the Operating Partner	Dec-23
Detail requirements submission by the operating partners	Dec-23
Fixation of fees	Dec-23
Annual operations plan for academic year 2024-25	Dec-23
Completion of Constitution of committees – Trust, GMDC school / contract monitoring committees, SMC	Dec-23
Commencement of the procurement activities	Dec-23
Branding and communication commencement	Dec-23
Admissions commencement	Jan-24
Infrastructure refurbishment and renovation completion	Feb-24
Finalization of Annual Academic plan for academic year 2024-25	Feb-24
Finalization of any other partnerships and MoU	Feb-24
Regulatory compliance completion	Mar-24
Completion of Appointment of teachers and non-teaching staff	Mar-24
Orientation of teachers and staff members	Apr-24
Inauguration of the school	Apr-24
Summer camp	Apr-24
Commencement of academic year in the school	Jun-24

Commencement Requirements

Before the commencement of the academic session the Operating Partner should fulfill the commencement requirements.

****Operating partners will be eligible for an pre-commencement advance of 25% of the management fees as agreed upon in the Operating agreement on timely completion of the commencement requirements, highlighted above.**



The following should be completed as compliance with commencement requirements.

- Complete all the required procurement for commencement of the academic activities.
- Fixing of fees under fees regulation committee
- Affiliation application submitted to CBSE.
- Appointment of required number of teachers and non-teaching staff
- Constitution of mandatory committees
- Drafting and finalizing of mandatory operations policy
- Develop an annual academic calendar.

Annual activities

The commencement and annual operations of the school will follow a process cycle of planning, procurement, staffing, implementation, monitoring and reporting. The suggested SoPs to be followed for each activity are being detailed out. These will be followed for operations of the school under the supervision of GMDC-GVT and SMC.

Standard operating procedures which will be mutually agreed between the operating partner and contract monitoring committee

- Annual operations plan
- Annual procurement plan
- Annual infrastructure plan
- Annual admissions plan
- Annual academic plan
- Annual monitoring and governance plan
- Annual Branding plan
- Annual financial plan

The major scope of work for this Operating partner will involve achievement of academic learning outcomes through appropriate administrative and management implementation processes and practices.

3.6.1. General Operations

- Manage, administrate and maintain the “ATPS School” at Lakhpata, Kutch on PPP basis for a minimum period of 15 years. The School shall function under the CBSE curriculum from LKG to 8th Standard for the academic year 2024 – 25 and subsequently upgrade to 9th - 10th standard in the year 2025 – 26 and shall plan for 11th and 12th standards once a break-even is reached in subsequent years.
- The school will be affiliated to the CBSE with Co-Education system with English as the medium of instruction. The school shall operate in a single shift every day and would have priority for the children of GMDC Employees and rest of the Students from Open Quota from the surrounding area.
- The schools will have class 1st to 10th standards and the examination shall be held as per the CBSE board.
- The program and shifts to be conducted as per applicable CBSE syllabus prescribed by the regulatory authorities.
- The teaching and non-teaching staff for the school shall be appointed by the Operating partner through a fair recruitment process and they shall have no claim relating to service or other governmental rights / benefits from the Government / GMDC
- The Operating partner shall have operational autonomy on all aspects of running the school but will have to transparently disclose these to the Authority.
- The Operating partner would need to incur all the recurring costs in terms of salary of staff (as per CBSE by laws), consumables, electricity, and maintenance of school intra- structure etc. as required for the proper functioning of the institutions through the fees collected.
- The Operating partner shall share 20% of the revenues to the authority from 6th (Fourth) year of operation of the school with GMDC-GVT
- The Operating partner makes the necessary investments in terms of operational expenditure to be incurred for running the smooth operations of the school.
- The Authority shall also install CCTV Camera system at the specific points in the school to monitor the safety and security of the students and deployed staff. However, the operational cost to run the CCTV system which includes but is not limited to bandwidth cost, regular O&M cost etc. shall be borne by the Operating partner as part of the operational cost.
- Day-to-day Operations of the school will be done by the “**School Management Committee.**”
- A set of Key Performance Indicators (KPIs) have been identified to ensure quality of operation, and envisaged



outcome. In case the Operating partner is unable to achieve the said KPIs as specified in the Operations Agreement, monetary penalties will be levied.

- xiii. During the Project Period, 9 years, the Operating partner shall propose to add additional courses like vocational education courses, career counseling, soft skill programmers etc. Depending on the demand of the course with the prior written permission of the Authority. The revenue generated through all such activities shall be considered as part of the school operational revenue.
- xiv. The Operating partner may operate other short-term / vocational training under various state or central funded schemes or other academic activities to enhance the revenue. The Operating partner may utilize the existing infrastructure and equipment for conducting such programs. The Operating partner shall seek prior permission from the Authority for such interventions. The Authority shall have the complete right to pause or stop these kinds of programs at any stage. However, these programs shall not affect the regular operation of the school and preferably, run outside of the regular school hours or in vacant slots.
- xv. The Operating partner shall not be allowed to subcontract the daily operations of the institution and shall not operate the School through franchisee agreement or otherwise.
- xvi. The Operating partner shall not have any legal claim or right over movable and immovable property of the school at any point of time during the Project Period.

3.6.2. Operational Activities

The operations at a school are majorly divided into two: administrative activities which create a conducive environment to support the core academic activity of teaching and achieve the academic learning outcomes. The Operating partner shall have a strong focus on creating coherent administrative and academic activities for School at ATPS.

Administrative activities

❖ School infrastructure requirement mapping

- The local area was scanned systematically to ensure the need for quality school in the area and availability of required number of students in the nearby cluster of 8 to 10 villages(30-50kms), availability of good road connectivity, availability of a government run school for deciding on establishing a school on ATPS campus.
- The Operating partner shall inspect the existing school premises and develop a detailed infrastructure requirement as per CBSE and NEP 2020 to be included in the bid proposal.

❖ Preparing the physical infrastructure for the school

- Support GMDC to build and renovate the requirement physical infrastructure for the school through design and quantitative requirements as per CBSE guidelines of child friendly for all and print rich environment for better learning.
- Identify areas for improvement of the building without new construction and support through ideas and procurement.
- The school should have facilities like ramps at entry / exit points and toilets etc. for wheelchair users in accordance with the provisions laid down in RPWD Act-2016
- WASH guidelines shall also be considered for creating hygienic facilities for students.

❖ Statutory approvals and affiliation

- The Operating partner shall be responsible for taking necessary statutory approvals and affiliation for CBSE registration while GMDC shall support and facilitate for the same
- The approval and affiliation fees will be paid by GMDC-GVT to ensure sustainability of the school on the campus.
- The Operating partner shall be responsible for ensuring that statutory approvals are maintained and renewed successfully with ease as per requirement.

❖ Operation and Maintenance of School Infrastructure

- The Operating partner shall create a preventive maintenance schedule, ensure arrangements for carrying out urgent repairs.
- Maintenance shall also include cleanliness and discipline on the school premises.
- The cost of maintenance and repairs will be reimbursed by GMDC-GVT

❖ Safety and Security Requirements

- The Operating partner shall comply with the provisions for securing the Safety of the students, visitors and staff and shall develop a safe environment, Safety Requirements may include measures associated with safe movement, fire safety, emergency response, with particular reference to the Safety Guidelines.
- In case of any mishap due to negligence in the safety measures, the Operating partner will be responsible towards the loss.
- Ensure safety certificates to be issued by competent government authority of the State / District for the



school.

- In case of Building safety certificate, the certificate 139 issued by government empaneled engineer with valid copy of license issued by the certifying authorities should be made available.

❖ Enrollment of students

- The School Management shall establish and publish a fair and transparent policy for selection and admission of students in conformity with CBSE Guidelines and Good Education Practice. The Admissions Policy shall at all times comply with the extant policy of the State for reservations in favor of conditions belonging to the Scheduled Casts, Scheduled Tribes, Other Backward Classes, minorities and the physically challenged, RTE guidelines.
- No admission test would be held for the students. Admission Process would be based on First Comes, First Admitted. Any student desirous of being admitted to the ATPS School from the catchment area shall be admitted while maintaining the preference of 50% quota to GMDC employee's children.
- In School at ATPS enrolment of students will be completed by March month of the previous academic year so that the students selected for the next academic year are assured of their admission much before the start of academic session and some bridge courses can be started for those students who require such additional support.
- The Authority may perform due-diligence and required procedures to shortlisted students for admission to School at ATPS under **employee quota**. After evaluation by the Selection Committee, a list of selected students will be sent to the Operating partner for admission in Employee quota.
- Depending on the vacancy situation, the Operating partner should also consider the admission request of wards of the employees that are transferred in the middle of the academic year.
- In case the Authority is unable to fill the employee Quota students in the school, then the Operating partner may fill the gap by admitting as Open quota students after following applicable counseling process and obtaining necessary approvals from the Authority and the fee shall be charged as per open quota fees.
- The other admission criteria like the minimum age, qualification etc. shall be as per the norms and guidelines of the Authority and the regulatory bodies.

❖ Maintaining attendance of Students

- Attendance of the students shall be taken at least twice every Academic Day through the Biometric System, once at the time of entry to the school at the commencement of an Academic Day and again after recess on that day. No later than 2 (two) hours from the scheduled time of attendance on each Academic Day, a summary of the attendance recorded in the Biometric System shall be posted on the Website and also conveyed to the Authority by email, from acceptable to the authority.
- A student having less than 50% attendance for a continuous period of 3 (three) months shall be deemed to be a provisional Dropout.
- In case of regular absenteeism, the school should reach out to the parents to understand the issue and work towards resolving it to avoid dropouts and encourage retention.

❖ Viability Gap Funding

- GMDC shall bear the gap between the actual expenditure incurred by the school management and the fees collected from enrolled students.
- The school is expected to enroll the required number of students in subsequent years on the basis of their good academic performance and reduce the viability gap and become completely self-sustainable.
- No fixed cost will be paid as part of the Operating agreement for running the school operations.

❖ Provision of Meals and snacks during school hours

- School at ATPS shall provide nutritious mid-day meal and evening snacks to the students attending the classes. Part of the cost of snacks will be borne by the students in the annual fees, which will be used for operational expenses by the operating partner
- The standards of meals suggested under CBSE by-laws will be considered.

❖ Provision of residential quarters for the teachers and Principal

- The school is located in remote areas; hence the Operating partner shall be provided furnished staff quarters on the ATPS Campus which will be provided to the staff (both teaching and non-teaching) at a subsidized rent through GMDC. Utility charges like electricity charges will need to be paid.
- The accommodation will be provided as per the cadre to all those moving from other cities to ATPS campus by GMDC at a subsidized rent.

❖ Constitution of relevant committees and governance structure

- The Operating partner shall constitute the relevant and mandatory committees for governance and management of the School at ATPS operations as per the by-laws of CBSE
- These committees shall have participation from GMDC-GVT and community to create a more robust and



transparent structure. The activities of the committees will be recorded and shared on open source.

❖ **Information technology usage on the school campus**

- It should be ensured that the school should have a computer science lab with minimum of 30 computers and maintain computer to student ratio of 1:30.
- The Operating partner shall procure and use teaching software to enhance Students' academic performance and Teachers' productivity with effective graphics, audio-visual content, simulations, worksheets and presentations that can be used explain abstract concepts (the Teaching Software), by making teachers use Teaching Software.
- The school shall establish a website to post the rules, information relating to the management, teachers' facilities, Activity calendar and list of holidays and minutes of PTM etc.
- The Operating partner shall install, operate and maintain a computerized School Management Information System to store a record of all activities of the school in a structured manner that enables ease of access and analysis for and in respect of each Class and for the Schools. The SMIS shall be designed and operated for providing online information on real time basis and the software and hardware required for this purpose shall be installed by the School Management.

❖ **Regular and periodic reporting to GMDC-GVT**

- A monthly report at the end of each month (not later than 5 days after the end of each month) should be sent to GMDC-GVT. A report stating accidents and unusual occurrences like death or injury, sexual assault, abduction, fire or any other; should be sent to the GMDC-GVT. The feedback form of parents should be obtained once every 6 (six) months. The School Management shall organize a section-wise meeting of parents and teachers once every 6 (six) months to review the performance of the students.
- The formats will be designed as per the reporting and meeting record guidelines by CBSE to ensure compliance.

❖ **Counseling and guidance**

- To assist the students and parents in making a choice regarding the subjects of study in class 6th, the School Management shall conduct an optional Aptitude Test and expert guidance.
- Part-time counselor / guide shall be appointed for supporting the students and parents.

❖ **Branding and community awareness**

- Regular programs and initiatives for creating awareness amongst the local community and increasing their engagement and participation for better enrollment of students, less dropouts and high academic results.

❖ **Partnerships and tie-ups**

- The Operating partner shall strive to improving the operations both administrative and academic through financial and non-financial partnerships.
- These partnerships shall be developed in agreement with GMDC-GVT and in case of completion / termination of contract the partnerships shall be transferred to GMDC-GVT.

❖ **Procurement support**

- The school operations will require procurement of equipment / furniture and other commodities for successful operations, the Operating partner will conduct all the procurement for the school. The Operating partner shall identify the requirements, find the right options and vendors and design the procurement activity **(and implement it with approval from GMDC-GVT)**
- Bills and invoices of all the procurement will be included in the expenditure for procurement for the school will be verified and submitted to GMDC-GVT
- GMDC-GVT will pay for procurement of assets but not consumables through reimbursements.
- The consumables will be procured and included as part of the school operations.

Academic Activities

❖ **General academic activities**

- Every working day shall have at least 5 (five) hours of teaching for every student and there shall be at least 220 (two hundred and twenty) days in each Academic Year or such other number of Academic Days as may be notified in CBSE Guidelines.
- The School Management shall operate a single shift commencing not earlier than 8 (eight) AM and not later than 9 (nine) AM (Morning Shift)
- The school shall conduct soft skills programs to enable all students to develop their communication skills and etiquette. The program can also include business correspondence, team building, leadership, group discussions, debating, time management, participation in interviews, effective resume writing, and skills like photography, bringing out school newspaper, reading contests, debate, excursions for and improving inter-personal skills.



❖ Achievement of envisaged and targeted Learning Outcomes

- The School Management shall lay emphasis on the holistic development of students, and the curriculum of the school shall aim at the all-round development of the students, build their knowledge, potentiality and talent and develop their mental and physical abilities to the fullest extent by emphasis not only on scholastic but also on co-scholastic domains.
- Monthly tests of every subject being taught would be held for continuous assessment in innovative manner.
- The School Management shall impart learning to the students through activities, discovery and exploration in a child-centered manner. The focus shall be on the development of creative and critical thinking and on the social and emotional thinking of students. This shall be done through use of innovative pedagogy and curriculum developed and adopted by the school management.
- As, teaching and learning process is incomplete without an assessment of the learning outcomes which also provide a feedback to the students and teachers about the transactions in the classroom, the assessment of all students shall be undertaken. The School Management shall undertake Problem Solving Assessment for Students of classes 9th and 11th ('Problem Solving Assessment or 'PSA').
- Utilise digital content and information technology for improving the academic outcomes
- Include vocational training and experiential learning from 5th grade onwards

❖ Sports and Co-Curricular Activities

- The school shall encourage all students to participate in sports activities regularly and create school teams for different sports to represent the school in various competitions.
- The school must operate a hobby centre with sufficient infrastructure and equipment for cultivating different hobbies among students. The hobby centre can include a music room, as well as well-equipped place for drama / skit playing activities, dance activities, soft toys making, painting and drawing, script and speech writing activities, etc.
- A brief Annual Report, containing a regular record of all co-curricular activities, events and competitions, should be submitted to Government for every school. It will be better if such details are also displayed on the School Website.
- The school shall organize an annual sports week where competitions among students in different sports shall be conducted and prizes shall be distributed. A cultural Annual Day should also be organized in which students may participate in cultural and academic activities. The parents shall be invited for the annual events. Field trips may be organized regularly so that every student can participate in at least one such trip during an Academic Year.

❖ Tuition support and Remedial classes

- The Tuition Support payable shall be determined with reference to the specified average expenditure per student. Per year, excluding capital expenditure. It will determine the number of RTE students that can be supported through this. The maximum number of selected students eligible for Tuition Support shall not exceed for 1000 with minimum guarantee for first 3 (three) years per school.
- In case a student requires remedial classes and extra support after school hours provision can be made available at the school premises and the component of fees can be charged from the students. These extra fees shall not have any subsidized component for employee quota students.

3.6.3. Selection and Deployment of Key personnel

The Operating partner for school at ATPS will be required to deploy a team of experts to execute this project. The teachers' management lifecycle from recruitment, performance management, training and development, remuneration etc. will all be done according to the bylaws laid down by CBSE and will be fair and transparent. GMDC-GVT will oversee the activities to ensure any support required for deploying good quality resources.

Appointment and Performance of Teachers

- The School Management shall enter into a service contract with every teacher stipulating the conditions of service including inter alia the monthly emoluments, provident fund, annual leave entitlement and other conditions of service, which shall be in conformity with the provisions of the Agreement, Applicable Laws and CBSC Guidelines. Permanent teachers, not less than 70%, having long-term contracts exceeding 10 years would be recruited.
- The School Management shall procure and ensure the training of all teachers; 10 days in a year in accordance with good educational practice. Each teacher shall undergo in-service training for not more than 21 (twenty-one) days in each Academic Year, at recognized institute which may include participation in conferences, seminars or workshops that upgrade the knowledge or skills of the participants.
- The performance of every teacher shall be evaluated at the close of each Academic Year by the Principal, based on the evaluation criteria, Parent satisfaction report and the results of Board Examinations.
- Attendance of teachers and every member of staff shall be taken at least twice every Academic Day, once at the time of entry to the school and again after 4.30pm through a biometric fingerprint system.



- The School Management shall ensure that the Teacher-Student ratio shall at no time be less than one full-time Teacher for every 30 students.

Qualifications and analysis of School level positions (as per the CBSE bylaws appendix VII)

	Post	Essential qualifications	Essential experience and skills	Main job requirements
1	Headmaster / principal	Master's degree in any subject, along with master's in education or B.Ed.	2 years of experience required for Master and M.Ed. candidates as school administrator. The candidates with master's qualification with B. Ed. must have 5 years' experience in a reputed English medium school plus some administrative experience in managing the school.	To manage the school, students and staff. To ensure proper and full use of the assets of the school, implement quality management practices, ensure that every student joins co-curricular activities and passes out with strong foundation of English language and mathematics and reading habits, along with ability to learn independently.
2	PGT	Master's degree in relevant discipline and B. Ed. qualification, with good ICT exposure.	5 years' experience required.	To ensure that every student achieves expected outcome parameters at the end of the session / semester and is able to independently learn the subject. She / he is expected to acquire some additional and useful skill every year and can select suitable short-term training programme for this purpose.
3	TGT	Bachelor's degree in relevant discipline and B. Ed. qualification, with good ICT exposure.	3 years' experience required.	To ensure that every student achieves expected outcome parameters at the end of the session / semester and is able to independently learn the subject. She / he is expected to acquire some additional and useful skill every year and can select suitable short-term training programme for this purpose.
4	Instructor- IT	ITI Certificate in IT or Computer stream.	2 years of experience is required.	She / he is expected to acquaint students with IT skills through regular classroom sessions, will manage and maintain the IT hardware and software of the school. Overall, the person will be having direct responsibility of these assets and report to the Head Master or School Administrator.
5	Instructor-Sports	Sport certificates / fitness training	5 years of experience is required.	She / he is expected to acquaint students to sports through regular classroom sessions, will manage and maintain the sports infrastructure of the school. Overall, the person will be having direct responsibility for these assets and report to the Headmaster or School Administrator. She / he is expected to create and



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				maintain facilities for at least 3 outdoor and 3 indoor sports for the students, will train them to the basic rules and techniques of these sports, create at least 3 teams which will participate in various competitions.
6	Instructor-Library	Master's in library science	10 years of experience is required.	She / he is expected to acquaint students with the world of knowledge through regular classroom sessions, will manage and maintain the library of the school. Overall, the person will be having direct responsibility of these assets and report to the Headmaster or School Administrator.
7.	Lab Assistant	<ul style="list-style-type: none"> 12th pass from a recognized Board with concerned subjects. 	3 years' experience in school as lab assistant	She / he is expected to acquaint students with the lab practices and support the teacher in conducting lab activities, maintaining the lab and equipment
8.	Clerks	<ul style="list-style-type: none"> 12th Pass or equivalent from recognized Board or equivalent Course 	3 years of experience in office management and MS office operations	She / he is expected to manage the office documents and other clerical activities and support the principal in administration
9.	Peon	<ul style="list-style-type: none"> 8th Pass or equivalent 	No experience required	She / he is expected to support the teaching and non-teaching staff in smooth operations

- Skilled part time teachers or local experts to coach students in different hobbies such as music, art education, carpentry, pottery, photography, astronomy, field biology, ecology, documentation, science experiments, and electronics. Teams for music, dramatics and public speaking may be constituted to represent the school at competitions. The School must promote at least five such hobby clubs on individual themes. A special annual grant of Rs. 50,000 per hobby club will be provided by GMDC.
- A full time psychology counselor can bring better quality and good mental health for the students especially for the primary grades students has been prescribed under NIPUN Bharat and Sarva Shiksha Abhiyan.



Section 4: Proformas

4.1. Proforma 1: Cover Letter

[On the Letterhead of the Bidder]

To,
The Chairman,
GMDC–GVT
(An Initiative of GMDC)
Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground,
Vastrapur, Ahmedabad - 380052
India

Subject: "Bid submission towards Request for Proposal (RFP) for "Selection of Operating partner for the Management, Administration and Maintenance of the School at ATPS, Lakhpat

Dear Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to this RFP and to meet such requirements & provide such services as are set out in the RFP.

We hereby attach the response as per the requirements of the RFP document.

We undertake, if our response to RFP is accepted, to adhere to the requirements put forward in the RFP or such adjusted requirements as may subsequently be mutually agreed between us and Authority or its appointed representatives. If our RFP is accepted, we will participate in the succeeding stages as per the requirement set out in the RFP document.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in the absolute sense to reject all or any of the services specified in the Bid Response or any / all bids without assigning any reason whatsoever.

It is hereby confirmed that I / We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents which may be required in this connection.

We also certify that the period of validity of bids is 180 days from the last date of submission of proposal.

Dated this..... Day of 2023

(Signature)

(InthecapacityofDulyauthorizedtosigntheBidResponseforandonbehalfof)

(Name and address of the Bidder) Seal / Stamp of Bidder



4.2. Proforma 2: Details of Bidder

1. General Details

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

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

3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder

- Name:
- Designation:
- Company:
- Address:
- Telephone No:
- E-mail Address:
- Fax No:

4. Details of individual(s) who will serve as the point of contact / communication for the Operating partner

- Name:
- Designation:
- Address:
- Telephone No.
- E-mail address:
- Fax No.



4.3. Proforma 3: Technical capability of the bidder

*Note: The bidder may attach additional sheets, if required.

4.3.1. Past Experience in the field of education

Sl. No.	Type of School	Total number of branches
1.	Primary Schools	----- No's
2.	Higher Secondary Schools	----- No's
3.	Primary & Higher Secondary Schools	----- No's

4.3.2. Past experience in operating School

Sl. No.	Mention name and type of School	Total strength of students
1.		----- No's
2.		----- No's
3.		----- No's

4.3.3. Operational Performance of the bidder (Pass percentage)

1. Pass percentage of students (10th standard)

Year	Students Appeared	Students Passed
2018-19		
2019-20		
2020-21		
2021-22		
2022-23		

2. Pass percentage of students (12th standard)

Year	Students Appeared	Students Passed
2018-19		
2019-20		
2020-21		
2021-22		
2022-23		

Supporting documents:

Self-declaration to be submitted by the authorized signatory along with relevant supporting documents.

4.3.4. Operational Capability of the Bidder

S. No	Name and type of The school	Pupil-Teacher ratio
1		
2		
3		
4		



4.4. Proforma 4: Financial Capability through Net Worth and Turnover

Net worth

Name of the Bidder	2020-21 (INR Cr.)	2021-22 (INR Cr.)	2022-23 (INR Cr.)

Turnover

Name of the Bidder	2020-21 (INR Cr.)	2021-22 (INR Cr.)	2022-23 (INR Cr.)

Yours faithfully,
(Signature of Authorized Signatory)
Name and Title:
Address of the Bidder:

Note:

1. The single entity Bidder 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:
 - Reflects the financial situation of the single entity Bidder.
 - Be audited by statutory auditor.
 - Be complete, including all notes to the financial statements; and
 - Corresponds to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax Depreciation.
3. 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). For societies and trusts, net worth (the "Net Worth") shall mean sum of corpus fund, endowment fund and accumulated reserves and surplus. Net worth of members of the sponsoring body / promoters can also be included.



4.5. Proforma 5: Self Declaration by Bidder

[On the Letterhead of the Bidder]

To,
The Chairman,
GMDC-GVT
(An Initiative of GMDC)
CSR Implementing body of GMDC
Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground,
Vastrapur, Ahmedabad - 380052
India

In response to the RFP Ref. No. _____ dated for {Project Title}, as
an Authorized Signatory of _____,

I / We hereby declare that presently our Company / firm _____, at the time of
bidding: -

- possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central government / PSU / UT.
- Does not have any debarment by any other procuring entity.
- is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- does not have, and our directors and officers have not been blacklisted and / or convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- will comply with the code of integrity and all the prevalent regulations and norms of the competent authority in order to execute the defined scope of work during the contract period.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of Gujarat my / our bid, to the extent accepted, may be cancelled.

Thanking you, Name of the Bidder: -

Authorised Signatory: - Seal of the Organization: -

Date: _____ Place: _____



4.6. Proforma 6: Format for Power of Attorney to Authorized Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm / company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of power of Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our proposal to RFP for the Project _____ (name of the Project), including signing and submission of the proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Operating agreement is entered into with _____ (Client) and there after till the expiry of the Operating Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of organisation / Company

Witness 1:

Witness 2:

Notes:

To be executed by all the members individually.

- 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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution / power of attorney in favors 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.



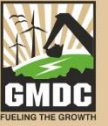
4.7. Proforma 7: Minimum Qualifications for Teachers & Staff

Sl. No	Designation	Suggested Minimum Qualification Requirement	Proposed Salary (INR / annum)	Proposed Salary (INR / month)
1.				

Note: It is stated that the above qualification is subject to modification as per the latest prescribed norms of CBSE



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4.8. Proforma 8: Required Physical Infrastructure and Assets

Sr. No.	Description of items / asset / infrastructure / equipment	Quantity	Remark



4.9. Proforma 9: Financial Bid Format

Cover letter

To
The Chairman
GMDC–GVT
(An Initiative of GMDC)
CSR Implementing body of GMDC
Khanij Bhavan, 132 ft. Ring Road, Nr Gujarat University Ground,
Vastrapur, Ahmedabad - 380052
India

As per the RFP requirements, the Operating partner will execute the scope of work over a period of 3years (2024-2027) to achieve the envisaged mutually agreed targets.

The scope of work for the Operating partner in School at ATPS will majorly involve administrative activities, academic activities to improve the learning outcomes and quality education delivery and deployment of teachers and non-teaching staff for smooth operations.

The financial expenditure expected in the next 3 years may be indicated:

Amount in INR

Particulars	Year1 2024-2025 (a)	Year2 2025-2026 (b)	Year3 2026-2027 (c)	Total a + b + c
Operational Cost 1 - other than salaries of staff				
Operational Cost 2 - salaries for staff deployed				
Fixed Management fees for running the school				
Grand Total				

Note: The above quoted amount / fee will be inclusive of all applicable taxes excluding GST.

The year wise minimum feasible strength to achieve the break-even in the 3 years may also be indicated.



4.10. Proforma 10: Other Operational Documents

1. Fees structure for School at ATPS (Class wise for 5 academic year)

Annual fees							
Class	Fees amount and structure			Years			
	Tuition	Special One time	Others				

Note: The maximum amount of fee that a bidder can claim as per the rates fixed by the Fees Regulatory Committee under the Government of Gujarat. The bidder can attach additional sheets as may be required. The bidder can add the headers to detail out the structure of fees.

2. Miscellaneous Charges*proposed by the bidder

Charges Per Student basis (in Rs.)	Annual Books & Activity Charges*	Registration Charges**
------------------------------------	----------------------------------	------------------------

***Books & Activity Charges includes cost of** – Notebooks, Textbooks, Stationary, T-Shirts / Bloomers, One-day carnival, Supplementary educational products (Mathematics, Theatre, Problem Solving Workshops, English, Tamil etc.), Olympiad exams, Sports day, Annual day expenses etc.

****Registration charges are one-time charges payable at the time of admission.**

3. Calculation of Income and expenditure

	Year1		Year2		Year3		Year4		Year5	
Academic Year	2024-25		2025-26		2026-2027		2027-28		2028-29	
Income / expenditure	Income	Expenditure	Income	Expenditure	Income	Expenditure	Income	Expenditure	Income	Expenditure
Classes										
Number of Sections										
Capacity										
Number of Students										
Capacity Utilization										
Number of Teaching Staff										
Number of Non-Teaching Staff										

Revenues (in Rs.)					
	2024-25	2025-26	2026-2027	2027-28	2028-29
Annual Fees – Employee Quota					



Annual Fees – Open Quota					
Book & Activity Charges					
Registration Fees					
Total Revenue					

Expenses (in Rs.)					
	2024-25	2025-26	2026-2027	2027-28	2028-29
Salaries					
Educational Expenses					
Office Consumables					
General Expenses					
Other Admin Expenses					
Contingency Expenses					
Management Fee					

4. Any other financial requirement expected from GMDC-GVT for smooth operations should be mentioned on a separate sheet

Project details of upcoming project:

Bharkandam

- Area: 50.00 sq.km.
- Dist: Kutch
- Taluka: Lakhpat and Abdasa
- Villages: Kharai, Kharod, Vayor, Paddhar, Fulay, Sarangvadao, Bhoa, Ramaniya, Aida, Mokhra, Goyla, Vaghapaddhar
- End Use: Commercial Mining
- Date of Allotment: 10th August, 2015
- LBDPA: 30th January, 2018 (zero date) for 26.62 sq. km.
- **Geology:** The Lignite bearing deposits in this area unconformably overly the Deccan rocks. Lignite is found along with shale, fossiliferous limestone and clay, ferruginous shale and clay with intercalated marl in KakdiNadi Formation of Lr. Eocene age. The area falls on Toposheet no: 41 A/11 & 41 A/15.
- **Activities Completed:**
 - DGPS Survey
 - Exploration Work
 - Hydrology Study
- **Current Status:**
 - Applied for area correction to Govt. Agency.
- **Key Agencies:**
 - Exploration: 1) M/s Vinayak Engimech Pvt Ltd 2) M/s Khanna Associates
 - DGPS Survey: M/s D.H. Geo Consultancy
- **Human Resource:**
 - 70-80 personnel families



Panandhro Extension

- Area: 10.46sq.km.
- Dist: Kutch
- Taluka: Lakhpat
- Villages: Baiyavo, Punrajpur, Fulra
- End Use: 2x125 MW Lignite Based proposed expansion Power Plant
- Date of Allotment: 10th August, 2015
- LBDPA: 31st May, 2016 (19.10 sq.km.) & 17th December, 2019 (10.88 sq.km.)
- **Geology**: The Lignite bearing deposits in this area unconformably overly the Deccan rocks. Lignite is found along with shale, fossiliferous limestone and clay, ferruginous shale and clay with intercalated marl in KakdiNadi Formation of Lr. Eocene age. The area falls on Toposheet no: 41 A/09, 41 A/10, 41 A/13 and 41 A/14
- **Activities Completed**:
 - DGPS Survey
 - Exploration Work
 - Hydrology Study
- **Current Status**:
 - Recommendation letter is pending with IMD.
- **Key Agencies**:
 - Exploration: 1) M/s Khanna Associates
 - FR/GR: M/s United Exploration India Pvt Ltd.
 - DGPS Survey: M/s D.H. Geo Consultancy
- **Human Resource**:
 - 70-80 personnel families

Lakhpat

- Area: 29.59sq.km.
- Dist: Kutch
- Taluka: Lakhpat
- Villages: Lakhpat, Punrajpur
- End Use: Commercial Mining
- Date of Reservation: 3rd July, 2017
- **Geology**: The Lignite bearing deposits in this area unconformably overly the Deccan rocks. Lignite is found along with shale, fossiliferous limestone and clay, ferruginous shale and clay with intercalated marl in KakdiNadi Formation of Lr. Eocene age. The area falls on Toposheet no: 41 A/04
- **Activities Completed**:
 - DGPS Survey
 - Exploration Work
 - Hydrology Study
- **Current Status**:
 - LOI issued on 25.10.2021 vide IMD order No. MCR/102015-406-CHH1 (Part File) (2959.67.15 Ha)
- **Key Agencies**:
 - Exploration: 1) M/s Vinayak Engimech Pvt Ltd 2) M/s Khanna Associates
 - FR/GR: M/s United Exploration India Pvt Ltd.
 - DGPS Survey: M/s D.H. Geo Consultancy
- **Human Resource**:
 - 70-80 personnel families



Gujarat Mineral Development Corporation Ltd.
(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

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