



Request for Proposal (RFP)

for

**Selection of Reputed Private Agency for the Management,
Administration and Maintenance of the GMDC-GVT school
at GMDC Kadipani Project Location, Kawant Block,
Chhotaudepur District**

January 2024

GMDC-GVT

(A Subsidiary 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)
(A GMDC Enterprise)
Khanij Bhavan, 132 ft. Ring Road, Near Gujarat
University Ground, Vastrapur, Ahmedabad- 380052
India

Letter of invitation

Request for Proposal (RFP)

for

Selection of Reputed Private Agency for the Management, Administration and Maintenance of the GMDC-GVT school at GMDC Kadipani Project Location, Kawant Block, Chhotaudepur District

RFP Notice No: GMDC-GVT/CSR/9/2023-24

Date: 18/1/2023

To,
All Prospective Applicants,

Sub: Request for Proposal (“RFP”) for Selection of Reputed Private Agency for the Management, Administration and Maintenance of the GMDC-GVT school at GMDC Kadipani Project Location, Kawant Block, Chhotaudepur District

GMDC -GVT aims to develop, operate, maintain and manage, a CBSE board school at GMDC Kadipani project location 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/> and <https://gmdctender.nprocure.com/>) from 18 January 2024 and last date of submission of bids online is 3 February 2024.

Parties can send their queries on ceogvt@gmdcltd.co.in.

Chairman, GMDC-GVT

DISCLAIMER

The information contained in this Tender 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 Tender 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 'Management, Operation & Maintenance of GMDC-GVT School at GMDC Kadipani project, Kawant Taluka, Chhotaudepur District. 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 Reputed Private Agency for the Management, Administration and Maintenance of the GMDC Kadipani project, Kawant Taluka, Chhotaudepur District**. 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 Operations Agreement to be executed between GMDC-GVT and selected private agency 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
GoI	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 Selected private agency 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 for 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 (GoI) or Government of Gujarat (GoG) including rules, regulations and notifications made there under or which may come into force during 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 and GMDC
Authority Representative	means such person or persons as may be 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 fulfill any obligations of the Authority under the Agreement;
Bid(s)	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 at least 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 Clause 2.2.5 on Page Number 21 of this document.
Selected Private Agency	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 Selected Private Agency 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 Clause 2.5.8 on page number 30;
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 of fee 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 Clause 2.5.10 on page number 31;
Employee Quota	Means direct wards (son/daughter/grandson/granddaughter) of serving & retired employees of GMDC Ltd.
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.
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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 469th 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 (Notification No.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 two major activities carried out at Kadipani, in Kawant Block of Chhotaudepur district: The Mining of Fluorspar and Beneficiation of Fluorspar Ore. The project is on the development stage and called 'Kadipani Expansion Project'. The Kadipani Expansion Project is a manifestation of GMDC Future Strategy. The project will increase the importance of Kadipani and will see an increase of Manpower. The project is having a residential colony of 299 quarters, 2 guest houses, playground, primary school, dispensary, club house and commercial complex. The new project will see an increase of 200 to 300 families. The project will also attract 100 families from village outside of Kawant for different jobs.

1.2 GMDC Kadipani project, Kawant Taluka, Chhotaudepur District

Kawant Block in Chhotaudepur District has a predominantly rural population with a total Population of 66,050. The economy of Kawant Block is primarily dependent on agriculture and animal husbandry, with low HDI Indicators.

The region is hilly and forested, with dominance of Bhil Tribal (Vasava and Rathwa) Community. The literacy rate in Kawant Block, Chhotaudepur district is 58.58%, which is less than the state average of 78.03%. The low literacy rate indicates that there is a need for further improvement in education facilities and infrastructure in the region.

GMDC Ltd. has Fluorspar Project located at Kadipani, in Kawant Block of Chhotaudepur district. It is situated at 37 kms away from Chhotaudepur district and Mining activities and Beneficiation of Fluorspar is carried out at the Site location. Total Mining area is 63.2 Hect., having mineable reserve of 5.1 million MT of Fluorspar Ore up to 500 mtrs. R. L. The project is having the residential colony of 299 quarters, 2 guest houses, playground, primary school, dispensary, club house and commercial complex. The Kadipani Expansion Project is a manifestation of GMDC Future Strategy. The project will increase the importance of Kadipani and will see an increase of Manpower. The new project will see an increase of 200 to 300 families. The project will also attract 100 families from village outside of Kawant for different jobs.

1.3 About the Kadipani school Project

GMDC Ltd. currently has school infrastructure spread across 29,000 sq.ft. with 24 rooms (including 15 classrooms) inside the Kadipani Colony. We believe that the establishment of an English Medium CBSE school in GMDC Kadipani project, Kawant Taluka, Chhotaudepur District shall provide a valuable educational opportunity to the children of the GMDC Project Employees, Contractors, Employees of other organizations whose Projects are upcoming in Kawant and the local community within the radius of 50 kms. 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 12 the standard with focus on all the three streams of education.

1.3.1 Vision for the school

“Providing high quality education facility to GMDC employees and the local citizens in an around Kawant, taluka Chhotaudepur district 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 RTE and development while achieving the goals of **access, equity, retention, quality**.

1.3.3 Objectives and Goals GMDC-GVT envisions through Kadipani school

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

1.3.4 Expected outcomes of the project

- Identify constraints in the setting-up of CBSE school in the remotest location and address through remedial measures
- Improve the access and enrolment of children in the relevant age group by providing high class education set-up at Kadipani School
- Create a convenient option for high quality education for the children in remote locations nearby GMDC Kadipani project, Kawant Taluka, Chhotaudepur District
- Improve Gross Enrolment Ratio and reduce dropouts in Kawant Taluka, Chhotaudepur District
- Improve primary education and create strong foundation for studies amongst the students
- Improve the access of good quality education for girls and special children
- Increase students' attendance, retention and transition

1.3.5 Envisioned Kadipani school

- GMDC-GVT intends to develop a state of art high learning English Medium **CBSE** Green School (K-12, Dayschool) with in-built and inherent components of child-friendly pedagogy, digitization, and 21st century skilling like digital, financial, life skills and career guidance at GMDC Kadipani project, under the umbrella of GMDC Ltd.
- Day-boarding schools where students attend the classes, complete their homework and assignments, and undertake various co-curricular activities before leaving the school. As such, an average student is expected to spend 8-9 hours per day in the school.
- Teaching will be in English medium, along with all the available streams after 10th Std.
- 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.
- 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.
- Lunch and evening snacks to the students at the school.
- The school will cater to the needs of nearby villages with in the vicinity of 15 km through dedicated school buses supported by GMDC-GVT.

1.3.6 Expectations from Kadipani School

It is expected to have close to 100% academic record, where students are encouraged to carry out group and individual assignments, analyse the issues and develop an all-round personality by specialising 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.

The school becomes a financially self-sustaining entity in 3 academic years.

1.3.7 List of available Infrastructure

The existing infrastructure at Kadipani consists of two Buildings covering total carpet area of 29000 sq. feet.

- **Building A (Kadipani Primary School)** is a Gujarati Medium School that consists of classes from standard 1 to 8 having 98 students in total. There are 10 classrooms and 5 rooms (Library-Lab Room, Storeroom, Computer Room, Staff Room, Principal's Room). There are 7 teachers and 1 principal appointed by GMDC.
- **Building B** which is housing Jawahar Navodaya Vidhyalaya currently and is being shifted from the academic year of 2024-25. The building has 6 classrooms and 6 rooms for other tasks (Principal room, Sports & Medical room, Computer room, Maths lab, Science lab, Staff room). The building is well constructed and designed in terms of ventilation, light and student friendliness.

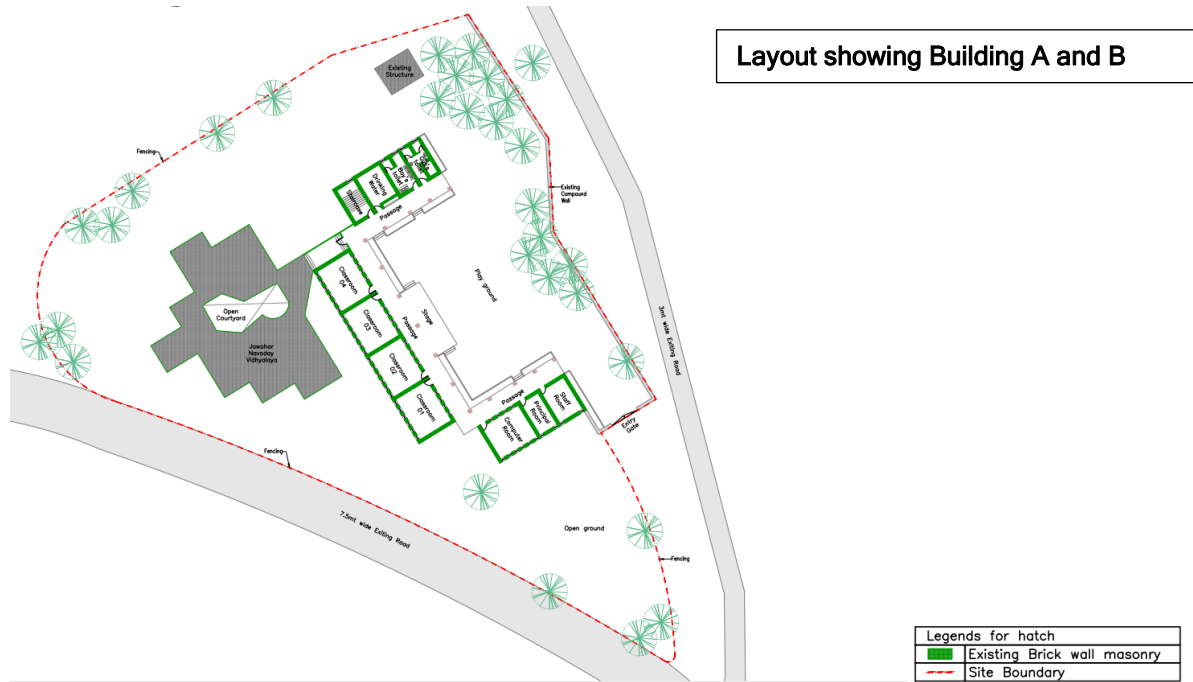
The renovation/refurbishment to make it further equipped for high quality education delivery with required furniture, boards, wall paintings, Teacher learning materials, equipment for experiential learning etc. The plan is to begin imparting the education from class 1 to 8 in the first year utilizing Building A and gradually include class 9-10 in the second year and class 11-12 in the third year in the premises of Building B. Hence, the description of the available infrastructure for the proposed school would be following:

Sl. No.	Items	Description of availability for both buildings
Classrooms		
1	Total rooms	27
	Classrooms	16
Science Lab with store		
2	Lab equipment and Lab supplies	Not Available
Computer Lab		
3	<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 of students and staff 	<p>Computer sets are available but the current/upgraded versions of system or licensed software.</p> <p>Electricity is available.</p> <p>Internet connection to be installed</p> <p>Only the tools are available but furniture is not available.</p>
Library / Reading Room		
4	<ul style="list-style-type: none"> Books supplies Electricity connection and appliances (like fan, lights etc.) Any other essential items Furniture for students & staff 	<p>Book Supplies are limited</p> <p>Electricity connection and appliances are available.</p> <p>Furniture is available but old vintage furniture.</p>
Sports Room/Playground		
5	<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. 	There are no Outdoor Playground and Equipment.
Staff Room		
6	<ul style="list-style-type: none"> Electricity connection and appliances (like fan, lights etc.) Drinking water facility Furniture for staff 	Needs improvement.
Office furniture & materials		
9	<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 	<p>Old Furniture is available.</p> <p>CCTV, Biometrics, TV etc. may need to be installed.</p>
Office furniture & materials		
10	Drinking water facility	Drinking water facility, urinals, lavatory, and water tank motor are available.
	Fire Extinguisher and Fire safety equipment	
	Sanitary Dispenser	Washrooms are only at ground floor and
	Sanitary Incinerator	

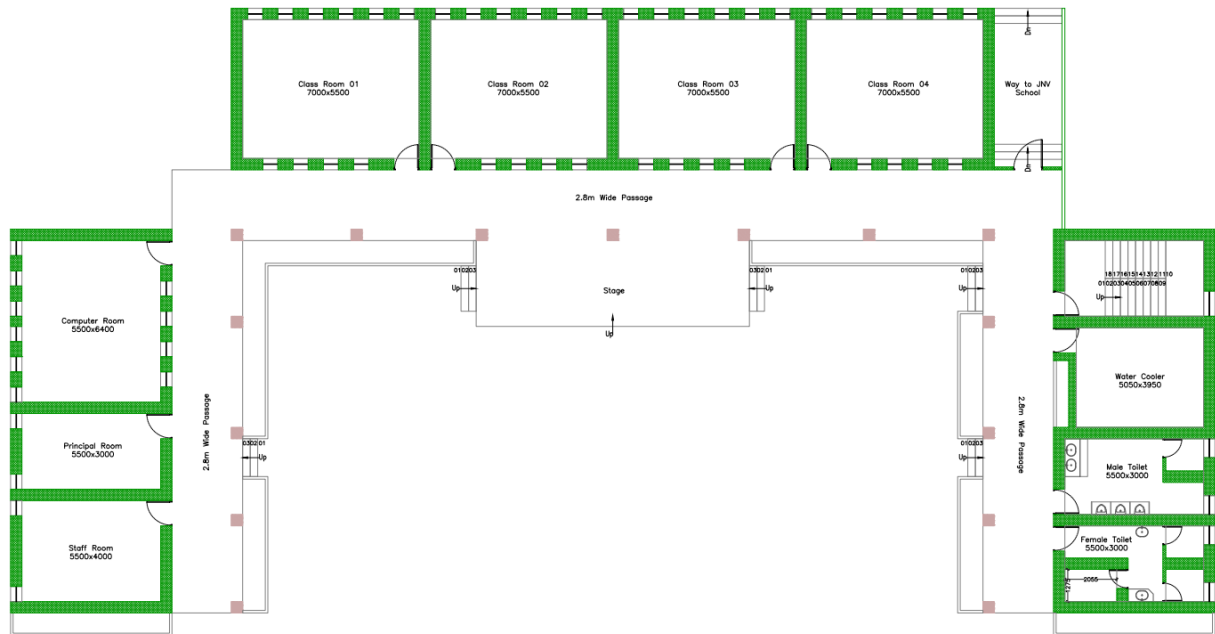
	Urinals	needs improvement.
	Lavatory	Sanitary Dispenser, incinerator and music
	Water tank motor & drinking water facility	equipment are not available.
	Bathroom Mirrors	Fire Safety equipment are not available.
	Music equipment	

1.3.8 Layout of Kadipani School

The existing infrastructure at Kadipani campus is well designed and has big open spaces which can be best utilized for experiential learning for the students. Infrastructure with 27 Rooms & 16 classrooms in 29,000 SF.

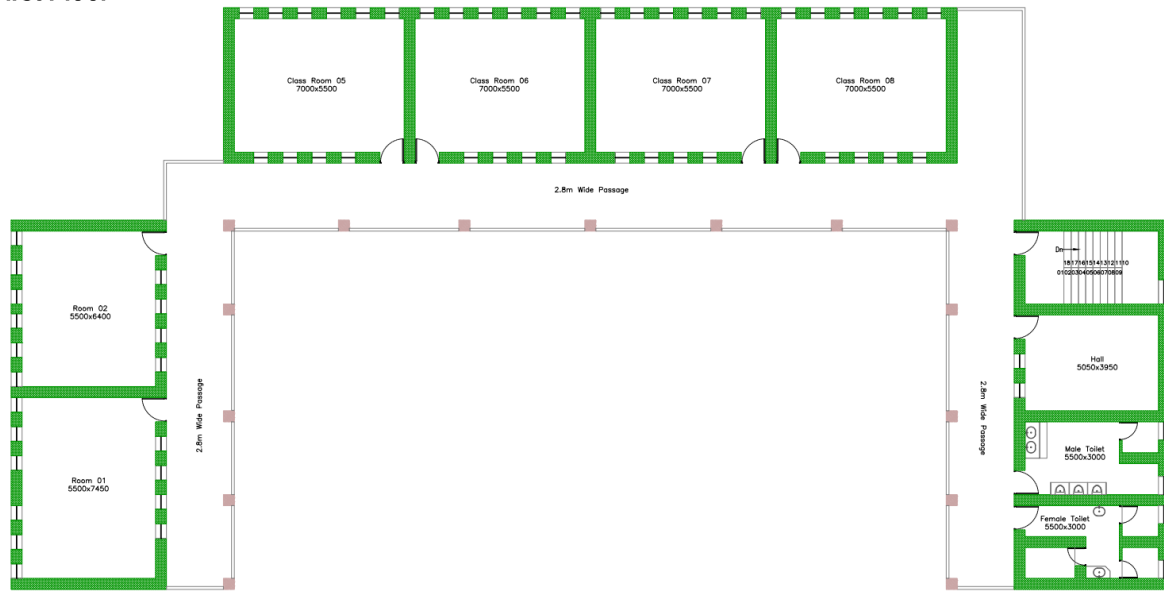


Ground Floor:



Ground Floor Plan_Existing
Built-up Area= 625 sqm
Carpet Area=

First Floor



First Floor Plan_Existing
Build-up Area : 590 sqm

1.3.9 Gap Analysis undertaken to understand the school feasibility

Competitor analysis: Existing Schools in the area

There are few schools in which students of nearby areas study.

No.	Type of Institution	Owned by	Location	Curriculum/ affiliation	Levels	Distance from Kadipani School (km)
1.	Don Bosco High School	Christian Religious Society	Kawant	Gujarat Secondary and Higher Secondary Education Board (Gujarati Medium)	1 to 10 std.	11
2.	Government Secondary School	Government	Hafeshvar	Gujarat Secondary and Higher Secondary Education Board (Gujarati Medium)	1 to 10 std.	7
3.	Eklavya Model Residential School	Government	Gojariya	Central Board of Secondary Education (CBSE)	1 to 12 std	13
4.	Shri Lal Bahadur Ashramshala Khasra	Tribal Trust	Khasra	Gujarat Secondary and Higher Secondary Education Board (Gujarati Medium)	1 to 8 std.	4
5.	Government School	Government	Khadla	Gujarat Secondary and Higher Secondary Education Board	1 to 10 std.	7

				(Gujarati Medium)		
6	Kawant English High School	Government	Kawant	Gujarat Secondary and Higher Secondary Education Board (Gujarati Medium)	7 to 12 std.	11
7	Vidhya Vinayi School	Private	Kawant	Gujarat Secondary and Higher Secondary Education Board (Gujarati Medium)	1 to 6 std.	11

- **Expected catchment in academic years till 2029**

The GMDC Colony at Kadipani is having the residential colony with 299 quarters where close to 300 employees are working at present. The Kadipani Expansion Project expects an increase of 200 to 300 employees families with 300 to 400 children in the school going age. The villages of Hafeshvar, Rayshingpura, Mogara, Vajepur, Rendi, Padvani, Kotbi, Moti Chikhli, Ambadungar, Kadipani and Hathi Khan Panchayats are in the vicinity of the school having total population of 33,666. The Kadipani Expansion Project will also attract 100 families from villages outside of Kawant for different jobs for its supply chain ecosystem.. The major catchment in the academic years till 2029 are the children of employees working at Kadipani Project and the nearby villages willing to be enrolled in school providing CBSC education.

1.3.10 Target Segments

The target segment of GMDC-GVT school at Kadipani will be primarily the employees of GMDC willing to provide good quality education to their children. For the employees, school is a major aspect in terms of transition to business location with the family. **Additionally, the school seeks to foster inclusivity and equality by accommodating children from nearby tribal communities, often from lower socio-economic backgrounds. This initiative intends to create an educational institution that harmoniously integrates students from both marginalized communities and the relatively more privileged families of GMDC employees.**

1.3.11 Kadipani school and steps towards achieving the vision to provide high quality education

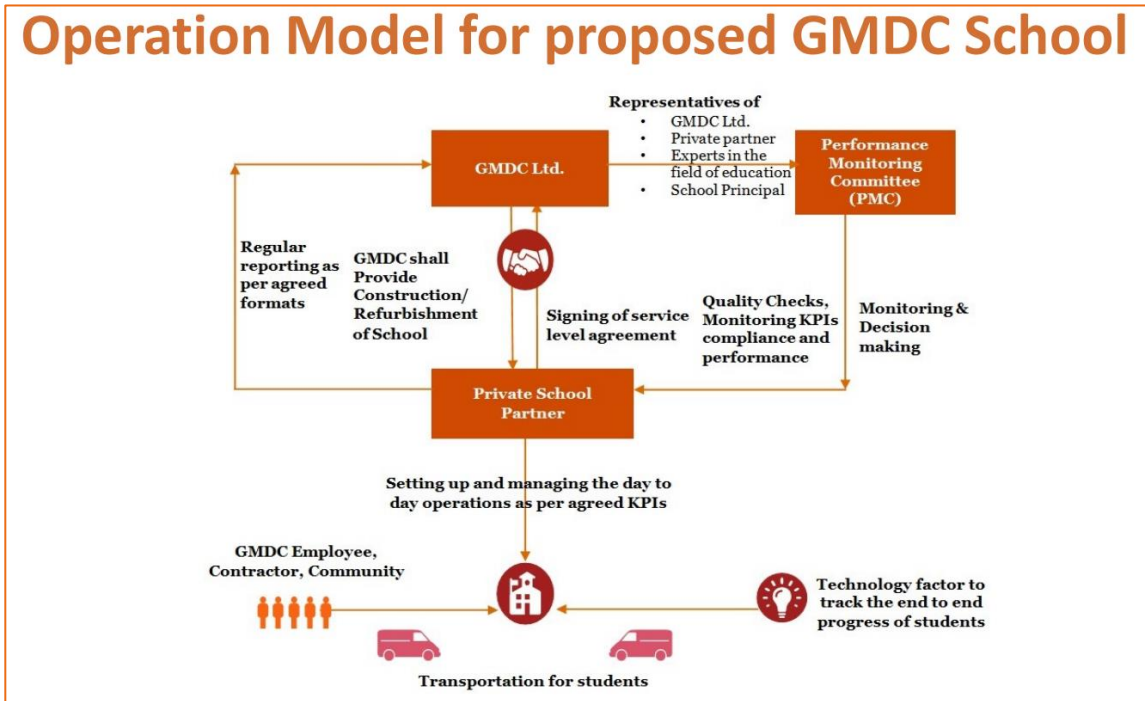
To fulfill the above stated objectives, following the school with following services is required:

- Building refurbishment and standardization of building design and furniture & fabrication of existing school structure. This should address any civil work requirement and addressing infrastructural barriers as per CBSE and NEP 2020 guidelines.
- Ensuring that the assignment meet environmental, safety, structural, zoning and aesthetic standards at School to ensure School accessibility and inclusiveness suggested in NEP 2020.
- 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 are age appropriate and also manage appropriate teacher pupil ratio
- Appropriate digital Technology maintenance like Tablets/desktop/ upgradation of software as per the requirement of schools
- Adheres to child friendly pedagogy, 21st century skills like digital, life skills & career guidance and addressing building as learning Aid.
- 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 for this.

- With an ultimate outcome of having of high-quality schools in such remote area

1.3.12 Envisaged Governance of Kadipani School

- 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. Few experts from education sector will also be included in the governance process to ensure all relevant steps are taken for ensuring high quality of education delivery.
- **Third Party quality check:** GMDC-GVT reserves the right to evolve a procedure of quality checking to ensure that the services provided by the selected private Agency as per the prescribed norms in the MoU.



Section 2: Bid design and selection of Private agency

2.1 Bid Design

2.1.1 Bid schedule

Organization	:	Gujarat Mineral Development Corporation-Gramya Vikas Trust, GMDC-GVT
Circle	:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052
Vertical	:	Education
Tender Notice No.	:	GMDC-GVT/CSR/9/23-24
Name of Project	:	Request for Proposal (RFP) for “Management, Administration and Maintenance of the GMDC-GVT school at GMDC Kadipani Project , Kawant Taluka, Chhotaudepur District”
Name of Work	:	Request for Proposal (RFP) for “Management, Administration and Maintenance of the GMDC-GVT school at GMDC Kadipani Project , Kawant Taluka, Chhotaudepur District”
Estimated Contract Value (INR)	:	Varies with service scope
Contract Period	:	Selected private agency period – 3 years from the start of the Project
Bidding Type	:	Open Bidding Process
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture/Consortium	:	Not allowed
Amount Details		
Bid Document Fee (INR)	:	Rs. 15,000
Bid Document Fee Payable to	:	GMDC-GVT Ahmedabad
Bid Security /EMD (INR)	:	Rs. 100,000/-
Bid Security/ EMD in favor of Tender Dates	:	In favour of “GMDC Gramya Vikas Trust” payable at Ahmedabad Shall be in the form of Demand Draft from any of the scheduled commercial bank or nationalized bank having its branch in Gujarat
Bid Document Downloading Start Date	:	18-January-2024
Last date for submission of pre-bid queries for clarifications	:	22-January-2024 (5:00 PM)
Pre-Bid Meeting Date and Address	:	24-January-2024 (3:00 PM) (Online + Offline Mode) Address: Gujarat Mineral Development Corporation Gramya Vikas Trust (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad-380052
Issue of Corrigendum (if any)	:	25-January-2024
Bid Document Downloading End Date	:	5-February-2024
Last Date & Time for Receipt/ Submission of Bids online	:	5-February-2024 (6:00 PM)
Last Date & Time for hard copy Receipt/ Submission of Technical Bids	:	6- February-2024 (05:00 PM)
Date of Preliminary	:	8-February-2024 (03:00 PM)

qualification and Technical Bid Opening		
Date of Technical Presentation	:	To be intimated later
Financial Bid Opening	:	To be intimated later (After Technical Presentation)
Bid Validity Period	:	180 days from opening of price bid
Submission of Technical Bid	:	Technical Bid shall be submitted online at https://gmdctender.nprocure.com/ and also Hard Copy of Technical Bid (with the bid document fee and EMD) shall be submitted in the office of CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052
Submission of Financial Bid	:	Bidder shall submit their Financial Bid in electronic format on website https://gmdctender.nprocure.com/ , after digitally signing the same. Offers which are not digitally signed will not be accepted. No Financial Bid in physical form will be accepted and if any such offer is received by the CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, will be outright rejected.
Officer Inviting Bids	:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052
Bid Opening Authority	:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052
Nodal Point of Contact from Gujarat Mineral Development Corporation Gramya Vikas Trust for any query and clarification	:	Ms Veena Padia CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) Email ID: ceogvt@gmdcltd.co.in

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 Selected Private Agency 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 Work 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 Work 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 a 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 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 Selected Private Agency set forth in the Operations Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Operations 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”).

2.2.2 Operations Agreement

- The successful Bidder has to execute an Operations Agreement with the Authority. Henceforth, the Selected Private Agency has to start an escrow account and share the details of the revenue and expenses from School operations to the Authority.
- The Escrow Arrangement as a tripartite between the Selected Private Agency, 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.
- The Selected Private Agency 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

The Project Site for execution of the Project shall be made available to the Selected Private Agency once the Project is awarded. The Selected Private Agency shall satisfy himself regarding 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

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

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 operations agreement for the school. The Selected Private Agency shall be required to procure and install the necessary equipment as set out in the terms and conditions of the Operations Agreement to conduct day-to-day operations of the school. The contract period for the Project shall be with an initial contract of 3 (Three) years renewable up to 9 (nine) 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 Operations 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

The Selected Private Agency 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

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/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.2.8 Payments

- a) **Advance Payment** will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder/authorized partner.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the selected private agency.
- c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute. d) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

2.2.9 Liquidated Damages (LD)

- a) In case of **extension in the delivery period** with liquidated damages the recovery shall be made on the basis of following percentages of value of items with the bidder has failed to supply and install:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period:5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period:7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

2.2.10 Settlement of Disputes

- **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.
- The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re- enactment"s thereof, shall also apply to the arbitration proceedings.
- All legal proceedings, if necessary, arise to institute may by any of the parties (Government of Gujarat) shall have to be lodged in courts situated in Gujarat and not elsewhere.

2.3 Pre-bid Conference

A Pre-Bid Conference(s) of the potential Bidders shall be convened at the designated date as notified in this RFP. All those persons who have downloaded/purchased the RFP document shall be allowed to

participate in the Pre-Bid Conference(s). A maximum of two (2) representatives of each Bidder shall be allowed to participate on production of authorization letter from the Bidder.

During the course of Pre-Bid Conference(s), 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 for facilitating a fair, transparent and competitive Bidding Process.

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

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

SN	RFP Document Reference(s)	Page No.	Content of RFP requiring Clarification(s)	Clarification
1				
2				

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 any way 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, weather data, applicable laws and regulations, and any other matter considered relevant by the Bidder. 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:

- Made a complete and careful examination of the Bidding Documents;
- Received all relevant information requested from the Authority;
- 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
- 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;
- 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 Work Agreement by the Selected Private Agency ; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

- 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

- 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.
- 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.
- 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 fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- In case it is found that during the evaluation or at any time before signing of the Operations 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 forthwith if not yet appointed as the Selected Private Agency either by issue of the LOA or entering into of the Operations 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 Work Agreement or otherwise.
- 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 email 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 uploaded at <https://gmdctender.nprocure.com/>.

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

The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing 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 Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

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

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

SN	RFP Document Reference(s)	Page No.	Content of RFP requiring Clarification(s)	Clarification
1				
2				

2.4.5 Amendment to RFP

- 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.
- Any Addendum/corrigendum thus issued hereunder shall be uploaded at <https://gmdctender.nprocure.com/>
- 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 Operations Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Operations Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Operations Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Selected Private Agency, 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 Operations 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 Operations Agreement, or otherwise, if a Bidder or Selected Private Agency, 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 Selected private agency , 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 Operations 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 Operations Agreement, as the case may be, any person in respect of any matter relating to the Project or 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

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

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of Gujarat in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

- ❖ 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 any way 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 Operations 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:

1. Operations Agreement;
2. The RFP

i.e. the Operations Agreement at (1) above shall prevail over the RFP at (2) above.

2.4.9 Language

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 under 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

1. The Bidders are required to submit their proposal in the form of single cover system in the manner described below: -The Bidder should submit one sealed cover containing Technical Bid (Envelope-I) and Financial Bid (Envelope-II) of the tender in single sealed cover.

a. Technical Bid (Envelope I)

- ❖ The original RFP in full should be signed and stamped in each page as a token of acceptance of the Scope of Work and Terms and Conditions by the Authorized Signatory of the Bidder and same should be submitted along with Technical Bid & the required Earnest Money Deposit.
- ❖ The Technical Bid along with copies of the supporting documents to establish Pre- Qualification Criteria along with its supporting documents should be signed and stamped in each page by the Authorized Signatory of the Bidder.
- ❖ Bid received without signature & stamp and relevant supporting documents is liable for rejection at the discretion of Tender Inviting Authority.
- ❖ **The Technical Bid should not contain any price details or any sort of indications to interpret the price strictly. Otherwise the Bid will be summarily rejected.**
- ❖ Technical Bid cover (Cover-I) (containing EMD, signed RFP document and signed Technical bid with signed copies of the supporting documents) should be super scribed as “Technical Bid –Tender Reference No. GMDC-GVT/CSR/9/2023-24 for the **“Management, Administration and maintenance of the GMDC-GVT school at GMDC Kadipani Project, Kawant taluka, Chhotaudepur district”**”. The “From Address” and “To Address” should be clearly written in the Technical Bid cover. If Bids received without the Addresses, the same will be liable to be rejected at the discretion of Tender Inviting Authority.

b. Financial Bid (Envelope II)

- ❖ The Financial Bid should be prepared in the format as given in Proforma 9 of this Tender. The Financial Bid should be filled, signed and stamped in each page by the Authorized Signatory of the Bidder and should be sealed in a separate cover along with covering letter. The correction/overwriting shall be valid only if attested by the Authorized signatory of the Tenderer.
- ❖ Bids received without signature & stamp, required Forms with relevant supporting documents will be rejected by Tender Inviting Authority.
- ❖ Financial Bid cover should be super scribed as “Financial Bid- Tender Ref No: GMDC-GVT/CSR/9/2023-24 for **“Management, Administration and Maintenance of the GMDC-GVT school at GMDC Kadipani Project, Kawant taluka, Chhotaudepur district”**”. The “From Address” and “To Address” should be clearly written in the cover. If a Bid is received without the Address, the same will be rejected at the discretion of Tender Inviting Authority.

c. Outer Cover

- ❖ Both the Technical Bid cover (Envelope - I) and Financial Bid cover (Envelope - II) should then be enclosed in an outer cover and same should be sealed. The proposal outer cover should be super scribed as **“Proposal for the Management, Administration and Maintenance of the GMDC-GVT school at at GMDC Kadipani Project, Kawant taluka , Chhotaudepur district”**. **Tender Ref No. GMDC-GVT/CSR/9/2023-24**. The “From Address” and “To Address” should be clearly written in the cover. If a Bid is received without the Address, the same will be rejected at the discretion of Tender Inviting Authority.
- ❖ The Proposal must be handed over in person to GMDC-GVT representative.
- ❖ Alternatively, the tenders can be sent by registered post / courier and must reach the above addressee on or before the due date and time. GMDC-GVT will not be responsible for the postal delay, if any.
- ❖ The Tenders received after due date and Time / Unsealed or Incomplete shape or by electronic mail are liable for rejection.

2.5.2 Modifications / Substitution / Withdrawal of Bids

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

2.5.3 Bid Due Date

The Financial and Technical Bid specified above shall be submitted online on or before 5th February 2024 and the Hard copy of Technical Bid shall be submitted on or before 6th February 2024.

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

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 prescribed format.

The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP. The proposed Operations Agreement shall be deemed to be part of the Bid.

2.5.5 Confidentiality

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

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:

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Cost of Bid Document, Bid security or the Bidder's authorization certificate/ Power of Attorney.
- iii. Has imposed other conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted Bid Amount.
- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.
- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the Bid Security.
- viii. 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

No penalty or damages shall be claimed in respect of any failure to provide services which the Selected Private Agency 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 Selected Private Agency.

2.5.9 Earnest Money Deposit (Bid Security)

- i. 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 by a nationalized bank, or a Schedule Bank in India Rs. 100,000 in favor of (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.
- ii. The Bid Security shall be accepted as demand draft or any other format including Bank Guarantee
- iii. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- iv. 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.
- v. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Selected Private Agency signing the Operations Agreement for the Project and furnishing the Performance Security in accordance with the provisions thereof.
- vi. 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 vii** 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.
- vii. 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
 - ❖ a Bidder submits a non-responsive Bid;
 - ❖ a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - ❖ a 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;
 - ❖ the Selected Bidder fails within the specified time limit;
 - i. to sign and return the duplicate copy of LOA; o
 - ii. to sign the Operations Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefore in the Operations Agreement.
- viii. The Selected Bidder, having signed the Operations 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 issued by a scheduled bank in India in favour of "GMDC Gramya Vikas Trust" as required under the Operations Agreement. Value of Performance Security should be Rs. 100,000 Performance security shall be valid till end of Project Period.

2.6 Bid evaluation

2.6.1 Methodology

- i. The Bidders will be selected through an QCBS Bidding Process.
- ii. The process will involve 4 stages. The four stages will be pre-qualification, technical qualification 1(Quantitative), Technical qualification 2(Qualitative), Financial qualification.
- iii. 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.
- iv. 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.
- v. There should be no mention of Bid prices in any part of the Bid other than the Financial Bid.
- vi. 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 a H1 Bidder would be ascertained accordingly.

2.6.2 Stage 1: Pre-qualification criteria

SN	Particulars	Pre-Qualification Requirement	Supporting Documents
1.	Legal Entity	<p>Bidder should be</p> <ul style="list-style-type: none"> A single legal entity and incorporated in India at least 10 years prior to 1st Jan. 2023. 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. <p>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> <ul style="list-style-type: none"> Consortium / Joint Ventures in any form is not permitted. Registered with GST Authorities in India. 	<p>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.</p> <p>In case of registered society: - Certified copy of Registration Deed with Objects of constitution of society.</p> <p>In case of corporation: - Authenticated copy of the Parent statute.</p> <p>In case of Trust: - Certified copy of the Trust Deed.</p> <p>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>Bidder should be Renowned Education institution with experience in operating Primary 2023) with State Board/CBSE / ICSE / IGCSE / IB curriculum.</p>	<p>Certificate from statutory education bodies representing the Experience of the Bidder in Operation and Maintenance of Schools.</p> <p>Affiliation certificate issued by concerned affiliating Central or State Board of Primary & Secondary Education.</p>

3.	Presence in education sector in Gujarat	<p>Experience in operating Primary and Higher Secondary Schools (i.e. from LKG to 12th Std.in Gujarat for at least 5 years (as on 1st Jan 2023) with State Board / CBSE / ICSE / IGCSE /IB curriculum.</p> <p>Bidder should have established and running atleast 1 school successfully in Gujarat or in vicinity of around 350kms Kawant Block, Chhotaudepur District which can be considered as a reference school for transferring the best practices to Kadipani school.</p> <p><i>*Reference school will be one of the best schools established and being run with innovative processes and practices to achieve high learning outcomes in Gujarat or in vicinity of 350 kms around Kawant Block, Chhotaudepur District.</i></p>	<p>Certificate from statutory education bodies representing the Experience of the Bidder in Operation and Maintenance of Schools.</p> <p>Affiliation certificate issued by concerned affiliating Central or State Board of Primary & Secondary Education.</p> <p>Self-attested document with details of best practices in the school to consider it as Reference school</p>
4.	Enrolled Candidates	Bidder should have enrolled at least 1000 students under primary/higher secondary institution(s) in each of the 3 financial years (FY 2019-20, FY 2020-21 and FY 2021-22).	Self-declaration to be submitted by the authorized signatory along With relevant supporting documents.
5.	Financial Capability	The Bidder should have an average turnover of INR 5.0 crores over the 3 financial years (FY 2019-20, FY 2020-21 and FY 2021-22).	Audited financial statements (P&L and Balance Sheet) for last three (3) financial years.
6.	Net Worth	The Bidder should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years (FY 2019-20, FY 2020-21, and FY 2021-22).	Certificate from the Statutory Auditor.
7.	Blacklisting	The Bidder should not be ineligible for corrupt or fraudulent practices or blacklisted by the Central Government, any State Government, a Statutory Body or any Public Sector Undertaking.	Self-certificate letter of undertaking to this effect on company's letter head signed by company's authorized signatory

8.	Litigation History	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.	Self-certificate letter of undertaking to this effect on Bidder's letter head signed by the Bidder's authorized signatory
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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 at least 70 marks 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 school run by the institution 1-2 Schools (3 Marks) 2-5 Schools(7 Marks) More than 5 Schools(10Marks)	1. Certificate from statutory education bodies representing the Experience of the bidder in Operation and Maintenance of Schools. 2. 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 experience in currently operating Primary and Higher Secondary Schools for at least 5 years with State Board/CBSE/ICSE/IGCSE/IB curriculum.	Experience in any one 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) 	1. Certificate from statutory education bodies for student strength. 2. 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)	1. 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 passed 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) Pass % 10th - 5 marks <ul style="list-style-type: none"> • 90%-99% (3 marks) • 100% (5 marks) 	1. Self-declaration to be submitted by the authorized signatory along with relevant supporting documents. 2. Relevant documents from Board/reports.
5	Co-curricular facilities and achievements	<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 Counselling & 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 	The Institution should have co-curricular facilities. If the Institution has a group of schools., different schools can be picked to showcase the practices and their impacts- 7.5 marks Achievements in co-curricular activities should be highlighted with relevant evidential proofs- 7.5 marks (Total 15 marks)	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. The bidder should furnish copies of relevant certificates issued by state/National/International/SGFI (School Games Federation of India)

		<p>competition for sports</p> <p>11. Impart coaching for National Level competitive exams like IIT/NEET/CLAT.</p> <p>12. National Merit cum means scholarship exam</p> <p>13. Performance in National Talent search exam</p>		<p>authorities along with the Self undertaking.</p> <p>Self-undertaking by the competent authority of the bidder.</p>
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6	Operational Capability – teachers and non-teaching staff	<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> <ul style="list-style-type: none"> •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 •The School should have maintained the Students teacher ratio of 1:30 across all the classes for English, Science, Mathematics subjects from 1st Standard to XII standard (5 marks) <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 maybe named differently in schools.</td> <td>1 Mark</td> </tr> </table>	School management committee	3 Marks	Parent Teachers Association	1 Mark	Executive committee (it maybe named differently in schools.	1 Mark	<p>Self-attested Relevant documents and certificates should be produced like attendance of teachers and enrollment of students.</p>
School management committee	3 Marks									
Parent Teachers Association	1 Mark									
Executive committee (it maybe named differently in schools.	1 Mark									

			It is committee of which is involved a regular & periodic review of the schools progress and activities)	
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 school (Total – 10 Marks)</p> <p>Between 5 Cr. and 7 Cr (5 Marks)</p> <p>Between 7 Cr and 10 Cr (5 Marks)</p> <p>More than 10 Cr (10 Marks)</p>	Audited financial statements(P&L)s
Qualitative evaluation (Technical evaluation 2)				
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 3 years and broad projections for the project period of 15 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.</p> <p>(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 CBSE and NEP 2020 Periodical audits • Innovative practices and how they can be replicated or customized for Kadipani school • Governance structures • Benchmarking activities between the different schools run / operated by the 	

			bidder <ul style="list-style-type: none"> • Best practices in enrollment ,higher learning outcomes • Remedial measures • ISnnovative pedagogy and continuous student assessment 	
9	Verification visit to reference school	<p>The bidders who will score 50% or more in the technical</p> <p>Evaluation 1 will present their approach and methodology and the team from GMDC-GVT would visit the Reference school suggested by them to Understand the practices presented during the Approach and methodology.</p>	<p>Team from GMDC-GVT will visit the school premise. The bidder team should showcase their work on the campus - 10 marks</p>	<p>co-ordination and display during the visit</p>

2.6.4 Financial Bid Evaluation

- i. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- ii. 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. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- iii. Financial Bid contains forms such as "Financial Bid Cover Letter", "Income & Expenditure Estimate", "Viability Gap Funding" and any other expectation of the bidder from GMDC-GVT
- iv. Viability Gap Funding will be given to the Selected Private Agency as mentioned in the Financial Bid and Operations Agreement.
- v. 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 Selected Private Agency 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 annual expenses – 10 marks**
- **The lowest quote for viable gap -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:

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

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:

$$\text{Combined score of A} = 80 * [\text{Normalized Technical score of A}] + 20 * [\text{Normalized Financial score of A}]$$

- 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 for award of contract.
- The Ministry/Department will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.
- In the event of 'tied' financial quote, the Bidder with highest technical score will be selected. In case, technical score is also 'tied', the successful bidder will be selected through a LOT in the presence of the technically qualified bidders.

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 who may choose to attend, and 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 lowest Bidder identified in accordance with sub-rule withdraws, the Tender Accepting Authority may, in the second round of bidding invite all the remaining Bidders to revalidate or extend their respective EMD, as necessary, and match the Bid of the aforesaid Lowest 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 Operations 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 operations agreement shall be designed based on the negotiated terms and conditions

between the GMDC-GVT and the Selected Private Agency.

2.8 Termination and Exit management

2.8.1 Fraud and corrupt practices

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 Operations Agreement. Notwithstanding anything to the contrary contained in this RFP, or in the LOA, or the Operations Agreement, GMDC-GVT may reject a Bid without being liable in any manner whatsoever to a Bidder, or the Selected Private Agency, as the case may be, if it determines that such Bidder or the Operating Partner, as the case may be, 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 may be, as Damages, without prejudice to any other right or remedy that may be available to GMDC-GVT under the RFP and/ or the Operations Agreement, or otherwise.

Without prejudice to the rights of GMDC-GVT, and the rights and the remedies which GMDC-GVT and Selected Private Agency may have under the LOA or the Operations Agreement, or otherwise is a Bidder or Selected Private Agency, as the case may be, 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 Selected Private Agency 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 Selected Private Agency as the case may be, 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.

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 or indirectly, 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 Operations 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 Operations Agreement, as the case may be, any Person in respect of any matter relating to the Project or the LOA, or the Bidding Process or the Operations 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 of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or 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 supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DoIT&C/ RISL; or
- ❖ If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- ❖ If the supplier/ selected bidder/authorised partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. If the supplier/ selected 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 Selected Private Agency and give a time period to complete the academic session, if the Selected Private Agency becomes bankrupt or otherwise insolvent.

Termination for Convenience

- ❖ GMDC-GVT, by a written notice of at least 180 days sent to the Selected Private Agency 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 Selected Private Agency under the Contract is terminated, and the date upon which such termination becomes effective.
- ❖ Depending on merits of the case the Selected Private Agency may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- ❖ The Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency 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

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 Selected Private Agency 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, Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency shall transfer it to GMDC-GVT while exiting.
- ❖ All expenses occurred during transfer of assets shall be borne by the Selected Private Agency.
- ❖ That on the expiry of this clause, the Selected Private Agency 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 Selected Private Agency to GMDC-GVT
- ❖ Supplied hardware, software & documents etc., used by Selected Private Agency for Kadipani school shall be the legal properties of GMDC-GVT

Cooperation and Provision of Information during the exit management period

- ❖ The Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency and to assist appropriate knowledge transfer.

Confidential Information, Security and Data

The Selected Private Agency 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 may be).
- ❖ Before the expiry of the exit management period, the Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency shall effect such assignments, transfers, innovations, licenses and sub-licenses as GMDC-GVT or its nominated agencies may require in favour 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 leasers, 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 Operations Agreement, where assets are located at the Kadipani school premises, the Selected Private Agency 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.

General Obligations of the selected Bidder

- ❖ The Selected Private Agency 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 Selected Private Agency shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- ❖ Details to be kept Confidential: The Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency shall provide GMDC-GVT or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management 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 Selected Private Agency partner's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on GMDC-GVT operations as a result of undertaking the transfer; and
- ❖ 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 Selected Private Agency 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 Selected Private Agency shall not be entitled to make any claim, whatsoever, against GMDC-GVT, under or by virtue of or arising out of this Operations Agreement in case of termination of contract, nor shall the GMDC-GVT entertain or consider any such claim, if made by the Selected Private Agency and the Selected Private Agency 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.

Section 3: Terms of Reference (ToR)

Concept of the Kadipani School

The Kadipani school is aimed at providing very high quality of education in the remote location of the State. This school is expected to develop students having all round personality with excellent scholastic records, which shall be measured in terms of pre-defined learning outcomes and key performance indicators. Incentives will be linked with the Kadipani School on achieving these parameters.

The Kadipani school is expected to heavily 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 Kadipani School in achieving the levels of performances would be penalized.

3.1 Public Private Partnership model for Kadipani School, Chhotaudepur District

3.1.1 Role and responsibility of GMDC-GVT

- It shall comply with all Applicable Laws and Applicable Permits required under NEP 2020, CBSE BYLAWS ,state education regulatory authorities and other statutory norms.
- It shall discharge its obligations in accordance with Good Education Practice and as a reasonable and prudent organisation;
- The criteria for admission of students is to be fair and transparent and in conformity with Applicable Laws.
- All the students should be treated equally and there would be no discrimination on account of caste, creed, religion or any other factor.
- Provide infrastructure in terms of building infrastructure, fully furnished building, furniture for students and staff, IT, Lab and sports equipment etc. to the Selected Private Agency.
- The Selected Private Agency are advised to refer mutually agreed minimum infrastructure requirement” in the Operations Agreement for further details. The replacement of the infrastructure has to be undertaken by the Selected Private Agency and approval for the same has to be provided by the Authority.
- Facilitate and coordinate the admissions of all students under employee Quota
- Support for the necessary permissions and affiliation to the Selected Private Agency to permit the operation of the School under the CBSE curriculum after following due procedures.
- Review & provide necessary approvals regarding the fees structure proposed by the Selected Private Agency
- Facilitate application for necessary affiliations for the school within the specified time as per the CBSE guidelines.
- Issue directives related to various aspects of the operation and norms, as required and constitute a committee for continuous monitoring of the Project.
- Facilitate relevant permissions to the Selected Private Agency from the School education and other Govt. departments on priority basis to enable the functioning of the School from LKG to 8th Std. initially to be extended in future till std. 12th.
- Provide necessary viability gap funding (VGF) to the Selected Private Agency for the effective operation of the school. The VGF will only be permissible to the Selected Private Agency, if the expenditure to operate the school exceeds than the revenue generated from the school operations and it will only be permissible for the first three years from the start of school operations. The viable

gap fund provision can be extended further for 3 years on renewal of operations agreement based on the situation and relevance. The viability gap funding shall be subjected to budgetary control and the release of funds under the viability gap funding to be decided in the Operations Agreement and shall be made on quarterly basis.

- During the Project Period, the assets (movable & immovable) of the school will belong to the GMDC-GVT and the Selected Private Agency at no point will claim any stake over these assets belonging to GMDC-GVT
- In case the number of beneficiary children of employees exceeds 50 %, then the Government has the right to review the percentage of ATPS School student's ratio and financial implications from time to time.
- The decisions taken by the "**Fee Determination Committee**" of the Government will be binding on the Kadipani School and also the Selected Private Agency.
- GMDC related admission applications will be scrutinized by the GMDC-GVT. GMDC-GVT will perform due-diligence and required procedures to shortlisted students for admission to Kadipani school under employee Quota. After evaluation by the Selection Committee, a list of selected students would be sent to the Selected Private Agency for admission in employee Quota. The Selected private agency shall be bound to admit such students under employee Quota and the students will receive benefits under education allowance to employees.
- The name of the school shall be mutually decided by both the parties and will include both the parties as partners.
- The usage of premises for activity other than that agreed upon with the Selected Private Agency rests with the School Operations Committee/ school management committee.
- Appoint an internal auditor to audit accounts maintained by the Selected private Agency and submit its report to the GMDC-GVT.
- The GMDC-GVT may also decide to onboard any third party agency for auditing purpose. The third party assessor for assessment for administrative compliance and academic performance

3.1.2 Performance Security:

- The Selected Private Agency shall provide an irrevocable and unconditional guarantee from a Bank for a sum equal to one year's expected annuity payable to school.
- In case of breach of contract and penalties the equivalent amount shall be deducted from the bank guarantee submitted by the Selected Private Agency.
- GMDC will provide a reverse bank guarantee of the amount equivalent to the viability gap fund decided in the Operations Agreement for the year
- The reverse bank guarantee shall provide security to the Selected Private Agency for high performance and sustainability.

3.1.3 Management and Governance of the School:

Composition: The 'School Management Committee' of the school, consisting 7 members may be specified as under:

- 3 (three) members to be nominated by the Selected Private Agency, of whom 1 (one) shall be the chairperson and at least 2 (two) shall be women. The principal shall be the Chief Executive Officer (CEO) of the school;
- 2 (two) nominee of the Authority;
- 1 (one) nominee of the State Government;
- 1 (one) representative of Teachers;
- 1 (one) representative of Parents;
- The Principal, who shall be the Member Secretary.

Role and Powers of School Management Committee shall include the following:

- Overseeing and ensuring smooth functions of the school in conformity with the provisions of the Agreement, CBSE Guidelines of Good Education Practice; statutory norms laid down by other regulatory bodies
- Formulating and notifying the rules for management and operation of the School;
- Formulating and implementing the Admission Policy for maximum enrolment and minimum dropouts
- Formulating and implementing the Appointments Policy for fair and transparent HR management
- Monitoring the academic standards and other performance standards of the School and taking corrective measures where required;
- Ensuring the welfare of students and staff of the school through regular feedback and corrective actions
- Overseeing the provision of mid-day meal to students as per the bylaws of CBSE
- Ensuring financial propriety and discipline, including review of the annual budget of the school;
- Discharging such other duties and functions as may be specified in the CBSE Guidelines; and
- Engaging in such other matters as may be necessary for achieving excellence in the functioning of the school.
- The School Management Committee shall constitute a disciplinary committee (the Disciplinary Committee) comprising the Principal, Vice Principal and one Senior Teacher, which shall oversee all disciplinary matters relating to the operation and management of the school including the suspension or exclusion of students.

3.1.4 Fee & Charges

- Fees will be decided post discussion between the two parties based on rules and prescriptions by school fees regulatory committee
- All tuition fee and development charges collected from the students shall be used for development and operations of the school and co-curricular activities. Accounts to be furnished, duly certified by audits.
- The Selected Private Agency would not be allowed to charge any other fee apart from the applicable tuition fees, One time registration fees, Books & activity fees and Prospectus & application fees, agreed at the time of signing of the Selected Private Agency agreement, from the school students. In case it is derived by the authority 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.
- Subsidized fees will be charged by the students under employee quota. The subsidy gap shall be paid by GMDC to the School Management Committee. 50% quota is reserved for the children of employees.
- RTE students shall be admitted free of cost. Not more than 10% students shall be admitted under RTE.
- Bus service shall be provided free of charge under CSR by GMDC-GVT
- A grant of Rs. 50000/- shall be paid annually for encouraging hobbies amongst the students
- Paid Skill development certification programs can be offered post school on the campus as a revenue generation option and shall also support the community
- Extra fees can be charged for remedial classes planned to be conducted post school hours

3.1.5 Insurance

- The Selected Private Agency shall effect and maintain at its own cost, such insurances for such maximum sums as may be decided in accordance with Good Industry Practice.
- 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 Selected Private Agency shall furnish notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts.
- The cost of these insurance shall be included in the operations cost

3.1.6 Accounts and Audit

- The Authority shall have the right to inspect the records of the Selected Private Agency 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 v\basis of payments.
- The Selected Private Agency shall, 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 Selected Private Agency shall 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. All fees and expenses of the Auditors shall borne by the Selected Private Agency.
- The Authority shall 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.

3.1.7 Safety Guidelines:

- In operation of the school, particular care shall be taken to ensure safety of the students, staff and visitors. This shall include facilities for safe and efficient evacuation in case of emergency.
- The following equipments shall be functional at the school:
 - ❖ Fire extinguishers and fire alarms at the appropriate locations; and
 - ❖ Such other equipment as may be required in conformity with Good Industry Practice.
- A set of emergency procedures shall b formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises.
- Emergency exists should be accessible without any obstructions. The exit doors shall be easy to open from inside the school in case of emergency.
- Escape routed shall be clearly marked by arrows in the correct direction. All notices and signages shall be uniform and standardized.

3.1.8 Monitoring of Contract

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

Process of monitoring

- The monitoring will involve 7 forms of activities which are as follows: Process monitoring, Compliance monitoring, Context monitoring, Beneficiary monitoring, Financial monitoring, Organizational monitoring, Results monitoring
- Out of all the 7 levels of monitoring 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 form of baseline and endline surveys , periodic spot surveys shall be established by the Selected Private agency.
- Third party agency to conduct these assessments 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 procuring entity to monitor the progress of the contract during its delivery period.
- During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given. This is done by periodic visit to the Kadipani 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 Selected Private Agency to improve the performance against the KPI
- Any change in the team / infrastructure/ processes and practices shall be notified forth with by the School Management Committee to GMDC-GVT in writing and such change shall not relieve the Selected Private Agency etc., from any liability under the contract.
- No new partner/ partners shall be accepted in the school by the Selected Private Agency 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 Selected Private Agency `s Partners` receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- The Selected Private Agency shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of GMDC-GVT.

3.1.8 Payment Schedule

- Payment schedule shall be made on annually basis on submission of the deliverable report, audit report and calculation of the viability gap at the end of the academic year
- For any kind of purchase or procurement for infrastructure/physical asset involving capital expenditure the payments shall be made at the end of the quarter on furnishing the approval from GMDC-GVT , SMC and the original invoice. GMDC shall bear the cost capital cost for the school. The payment will be made directly to the vendor
- The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Payment in case of those goods which need testing shall be made only when such tests have been carried out, 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.

3.1.9 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 shall be defined in the Operations 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 Selected Private Agency 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 shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them.
- The Selected Private Agency shall submit reports on all the Service Levels to GMDC-GVT 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 Kadipani School shall 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 Selected Private Agency achieves the targets in the first two years, incentives for better performance can be provided by GMDC-GVT as per the provisions of Operations Agreement which will be mutually agreed upon.
- The GMDC-GVT shall be entitled to specify and declare an extension of Grace Period and revise the penalties and incentives specified in Operations Agreement as per the requirement at the starting 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 identification of strengths and gaps.

Key Performance Indicator for performance tracking:

Sl. No.	Key Performance Indicator
Academic indicators	
	Enrolment of students as per the planned annual target
	Drop-out rate / retention rate of students annually
	Completion and delivery of the annual curriculum
	Timely conduction of periodic student assessment
	Proficiency rates of students for each subject taught
	Pass % of students in 10 th & 12 th std students
	Number of students for remedial classes
	Number of students involved in sport competitions
	Extra-curricular activities conducted
School environment	
	Maintenance of the campus and building
	Safety levels on the school campus
	School promotes and adopts eco-friendly practices (water harvesting, solar lighting, recycling etc.)
	Clear vision that is communicated to all stakeholders
	Clean and hygienic toilets and classrooms
	Well maintained laboratories and library
	Well established computer lab
	Timely update of website
	Lowest Viable gap funding
	Staff retention
	Achievement of quality standards prescribed nationally

	Percentage Of Classes Using Technology
	Percentage Of Administrators Using Technology
	Social Media Engagement
Attendance rates	
	Attendance of students
	Attendance of teachers
	Absenteeism of students due to health issues
	Absenteeism of students due to social reason
Teacher Capacity	
	Teachers have annual/ term-wise academic plans.
	Teachers are conversant with effective and innovative pedagogical practices and use them for classroom delivery
	Principal/ School leader understand new curricular practices and applies
	Provisions for regular professional development of teachers
	Well laid down performance appraisal and feedback system for teachers
	Number to training sessions for the teachers annually
Statutory and Regulatory Compliance	
	On time commencement of the academic session
	Timely deployment and Availability of teaching staff
	Compliance to cadence to Parent Activities
	Achievement of quality standards prescribed nationally
	Availability of annual development plan, for all aspects related to school
	Varied forms of assessment are used to attain Learning Outcomes and regular feedback is given to students and guardians.
	Promotes health and Wellness among students through different activities
	Sensitizes staff and all stakeholders towards CWSN
	Timely submission of the compliance reports to CBSE
	Constitution of the mandatory committees and their regular proceedings. S

3.2 Scope of Work for the Selected Private Agency

Every geographic location presents unique opportunities and challenges for starting and operating a school. The Selected Private Agency 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 Selected Private Agency will act like an operating partner to GMDC-GVT at Kadipani School, Kawant, Chhotaudepur. They will be involved in end-to-end development, operations and maintenance of the Kadipani school and work towards making it financially self-sustainable in the 3 academic years.

The scope of work for this Selected Private Agency will involve achievement of academic learning outcomes through appropriate administrative and management implementation processes and practices.

3.2.1 General Operations

- i. Manage, administrate and maintain the “Kadipani School” at Kawant, Chhotaudepur, 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 2024-2025 and subsequently upgrade to 9th-10th standard and plan for 11th and 12th standards in subsequent years
- ii. 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 50 % Students from Employee Quota and rest 50% of the Students from Open Quota.
- iii. The school shall have Nursery to 12th standards and the examination shall be held as per the CBSE board.
- iv. The program and shifts to be conducted as per applicable CBSE syllabus prescribed by the regulatory authorities.
- v. The teaching and non-teaching staff for the School shall be appointed by the Selected Private Agency through a fair recruitment process and they shall have no claim relating to service or other governmental rights / benefits from the Government/GMDC
- vi. The Selected Private Agency shall have operational autonomy on all aspects of running the School but will have to transparently disclose these to the Authority.
- vii. The Selected Private Agency 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.
- viii. The Selected Private Agency shall share 10% of the revenues to the authority from 6th (Fourth) year of operation of the school with GMDC-GVT
- ix. The Selected Private Agency make the necessary investments in terms of operational expenditure to be incurred for running the smooth operations of the School
- x. 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 not limited to bandwidth cost, regular O&M cost etc. shall be borne by the Selected Private Agency as part of the operational cost
- xi. Day-to-day Operations of the school will be done by the “**School Operations Committee**” / “**School management committee**”
- xii. A set of Key Performance Indicators (KPIs) have been identified to ensure quality of operation, and envisaged outcome. In case the Selected Private Agency is unable to achieve the said KPIs as specified in the Operations Agreement, monetary penalties will be levied.
- xiii. During the Project Period, 15 years , the Selected Private Agency shall propose to add additional courses like vocational education courses, career counseling, soft skill programmes 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 Selected Private Agency may operate other short-term / vocational trainings under various state or central funded schemes or other academic activities to enhance the revenue. The Selected Private Agency may utilize the existing infrastructure and equipment for conducting such programs. The Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency 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.

3.2.2 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 Selected Private Agency shall have a strong focus on creating coherent administrative and academic activities for Kadipani school .

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 Kadipani campus.
 - The Selected Private Agency 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-GVT 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 Selected Private Agency shall be responsible for taking necessary statutory approvals and affiliation while GMDC-GVT 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 Selected Private Agency shall be responsible to ensure that statutory approvals are maintained and renewed successfully with ease as per requirement.
- ❖ **Operation and Maintenance of School Infrastructure**
 - The Selected Private Agency shall create preventive maintenance schedule, ensure arrangements for carrying out urgent repairs.

- Maintenance shall also include cleanliness and discipline on the school premise.
- The cost of maintenance and repairs will be reimbursed by GMDC-GVT

❖ **Safety and Security Requirements**

- The Selected Private Agency 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 Selected Private Agency 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 favour 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 Kadipani School from the catchment area shall be admitted while maintaining the preference of 50% quota to GMDC employee`s children .
- In Kadipani school 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 Kadipani school under **employee quota** . After evaluation by the Selection Committee, a list of selected students would be sent to the Selected Private Agency for admission in Employee quota.
- Depending on the vacancy situation, the Selected Private Agency 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 Selected Private Agency 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 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 will guarantee 250 students or payment for gap for the first year and in case, the Kadipani School is unable to register this minimum number of students required for financial feasibility of the operations, GMDC shall bear the gap between the actual expenditure incurred by the school management less amount of fees collected during the year limited upto the number of guaranteed students.
- The Kadipani School is expected to enroll 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 Operations Agreement.

❖ **Provision of Meals and snacks during school hours**

- Kadipani school 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 Selected Private Agency.
- The standards of meals suggested under CBSE by-laws will be considered.

❖ **Provision of residential quarters for the teachers**

- The School is located in remote areas, hence the Selected Private Agency shall provide furnished staff quarters on the Kadipani Campus which will be provided to the staff (both teaching and non-teaching) free of cost through GMDC.
- The accommodation will be provided as per the cadre to all those moving from other cities to Kadipani campus by GMDC

❖ **Constitution of relevant committees and governance structure**

- The Selected Private Agency shall constitute the relevant and mandatory committees for governance and management of the Kadipani school 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 computer science lab with minimum of 20 computers and maintain computer to student ratio of 1:20.
- The Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency 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 Selected Private Agency will conduct all the procurement for the school. The Selected Private Agency 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 programmes to enable all students to develop their communication skills and etiquette. The programme 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. This extra fees shall not have any subsidized component for employee quota students.

3.2.3 Selection and Deployment of Key personnel

The Selected Private Agency for Kadipani school 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 education 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 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	Head Master/principal	Master's degree in any subject, along with Master 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 5years' 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 achieve 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 achieve 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 class room sessions, will manage and maintain the IT hardware and software of the school. Over all, 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 Head Master or School Administrator. She/he is expected to create and 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 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 Head Master or School Administrator.
7.	Lab Assistant	12 th pass from a recognized Board with concerned subjects.	3 years' experience in school as lab assistant	practices and support the teacher in conducting lab activities, maintain the lab and equipment.
8.	Clerks	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	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 .

Expert positions

Following are the qualification of experts / key personnel required for this team:

Ser.No.	Position	Required Experience
1.	Project Director	Minimum 10 years of professional experience in the field of visual arts Minimum 5 years of professional experience in a leadership role at any reputed school Should be a senior member of the bidder organization
2.	Project Manager	Minimum 7 years of professional experience Minimum 3 years of professional experience in a leadership role at operations of schools
3.	Curriculum and pedagogy	Minimum 5 years of experience curriculum and pedagogy design
4.	Assessment Design Expert	Minimum 5 years of experience in developing teaching content and assessment modules
5.	Training and Capacity Building Expert	Minimum 5 years of experience on faculty and staff training Prior experience in developing and delivering teacher training content

The Project Director may devote 25% of their capacity to lead and oversee the project. Any other personnel, such as assessment experts, specialists, Monitoring and Evaluation experts, as required for timely completion of the scope of work (either full time or part time resources) must be brought in on the Selected Private Agency's payroll as expert resources on assignment basis for the Kadipani school.

Section 4: Proformas

4.1 Proforma 1: Cover Letter

[On the Letterhead of the Bidder]

To,

The Chairman,

GMDC – GVT

(A Subsidiary 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 Reputed Private Agency for the Management, Administration and Maintenance of the GMDC-GVT School at GMDC Kadipani Project, Kawant Taluka , Chhotaudepur District

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 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)

(In the capacity of Duly authorized to sign the Bid Response for and on behalf of)(Name and address of the Bidder) Seal/Stamp of Bidder4.

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 selected Private Agency

- 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 Experience in Govt. Projects

Project Experience References: [Formats to be filled for each reference experience / project individually along with verifiable documentary proof]. Please add as many as required to show case the required work experience along with the project values to add up to the requirements.

Involved in projects with Public Sector / Govt. Agencies:

Name of the Project & Location	
Client's Name and Complete Address	
Scope of work carried out by the Bidder	
Contract Value for the Bidder (in INR)	
Contract value of whole project (in INR)	
Date of Start	
Date of Completion	

Supporting documents:

In support of having completed above works attach self-attested copies of the completion certificate from client indicating the name of project, the description of work done by the Bidder, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the Bidder and value of material supplied by the client and escalation amount.

If a work carried out as a Partner in the Joint Venture is included in this Proforma, details of Contract Value should be furnished including information on the extent of financial participation by the Partner in that work. The proportionate share of the Partner will only be taken into account for assessment of past project experience.

4.3.4 Operational Performance of the bidder (Pass percentage)

3. Pass percentage of students (10th standard)

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

4. 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.

4.3.5 Operational Capability of the bidder

Sr. 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 theBidder	2020-21 (INR Cr.)	2021-22 (INRCr.)	2022-23 (INR Cr.)

Turnover

Name of theBidder	2020-21 (INR Cr.)	2021-22 (INRCr.)	2022-23 (INR Cr.)

Yours faithfully,

(Signature of Authorized Signatory)Name and Title:

Address of the Bidder:

Note:

5. 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 a 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).
6. Net Cash Accruals shall mean Profit after Tax + Depreciation.
7. 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
(A Subsidiary 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 not have been 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 Authorize 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 _____, as our 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 Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project 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 firm 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

4.8 Proforma 8: Required physical Infrastructure and assets

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

4.9 Proforma 9: Financial bid format

(This is indicative format for bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through (n)procure portal. Price Bid should not be submitted in hard copy and/or placed with Technical Bid. Prices submitted in hard copy and/or placed with Technical Bid shall result in outright rejection of bid)

Cover letter

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

Subject: Our Financial Bid for selection of Reputed Private Agency for the Management, Administration and Maintenance of the GMDC-GVT School at GMDC Kadipani Project Location, Kawant Block, Chhotaudepur District

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

The scope of work for the Selected Private Agency in Kadipani school 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 5 years and the minimum feasible strength to achieve the break-even in the 3 years will be as follows:

Amount in INR

Particulars	Year 1 2024- 2025	Year 2 2025- 2026	Year 3 2026- 2027	Total
Capital required				
Operational Cost other than salaries of staff				
Cost for staff deployment				
Total				

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

Dated this _____ day of _____

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 –Public Quota					
Annual Fees –Police 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. Viability Gap Funding Sought

	2024-25	2025-26	2026-27

Deficit/Surplus – Gap funding from Kadipani School (In Rs.)			
Total Gap Funding from Kadipani School in Three Years (in Lakh Rs.)	Rs. _____ (in words)		

*The Bidder can attach additional financial working sheets may be required.

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