

Inviting

Expressions of Interest (EoI)

From interested Parties to set-up and operate

**Gyanshakti Residential Schools of Excellence Swami Vivekanand Gyanshakti
Tribal Residential Schools of Excellence within the State of Gujarat**

on Public Private Partnership (PPP) mode

January 2024

Published by

**Samagra Shiksha
Gujarat Council of School Education
Education Department
Sector 17, Gandhinagar
Gujarat 382010**

Disclaimer

It is hereby clarified that this Expression of Interest Document (EoI) is a document that solicits responses in the form of an Expression of Interest from qualified applicants ("Applicants") as per the terms mentioned therein. The EoIs received from applicants would be evaluated based on the criteria specified in this document. Being a unique initiative, this EoI is a consultative process inviting applicants to submit relevant information as well as suggestions.

It is clarified that this EoI document is not an agreement and is not an offer by the Gujarat Council of School Education (GCSE) to any party hereunder. The purpose of this EoI is to provide potential applicants with information to assist in the formulation of its response and applications submission.

This EoI document does not purport to contain all the information that such applicants may require. This EoI document may not be appropriate for all persons, and GCSE can't consider the particular needs of each Applicant. Each Applicant should conduct their own investigation and analysis and should check the accuracy, reliability, and completeness of information in this EoI document and obtain independent advice from appropriate sources. GCSE and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the EoI document.

GCSE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EoI document.

GCSE reserves the right not to proceed with the selection process or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a Response or Application. No reimbursement of cost of any type shall be paid to persons, or entities submitting a response or application.

GCSE shall not be responsible for any costs or expenses incurred by the applicants in connection with the preparation and delivery of the Response, including costs and expenses related to visits to the sites. GCSE reserves the right to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the EoI, without assigning any reason or providing any notice and without accepting any liability for the same.

Education Department
Gujarat Council of School Education
Samagra Shiksha,
State Project Office, Sector 17,
Gandhinagar, Gujarat 382010



Invitation for Expression of Interest (EOI) to set-up and operate Residential Schools of Excellence

The Government of Gujarat has resolved to establish the Residential Schools of Excellence which are to be referred as Gyanshakti Residential Schools of Excellence (GRSE) & Swami Vivekanand Gyanshakti Tribal Residential Schools of Excellence (GRTSE) across the State of Gujarat.

In order to achieve the aims and objectives as set forth, an Expression of Interest (EOI) is invited by Gujarat Council of School Education (GCSE) for participating in the project/scheme from Academic Year 2024-25.

The policy details outlining the framework for Residential Schools of Excellence are available in Government Resolutions, Operating Guidelines, Infrastructure guidelines and the EOI document. Interested parties are encouraged to review these and submit their expression of interest for consideration.

Date of Publishing of EoI	19/01/2024 1400 hours
Pre-bid meeting (GCSE Office Address)	01/02/2024 1400 hours
Last date for submission of documents for EoI at Samagra Shiksha Office., Gujarat Council of School Education, Gandhinagar, Gujarat	08/02/2024 1700 hours
Queries are to be sent at	gyanshakti.ssa@gmail.com

For further details, interested parties can refer to the Government Resolutions, Operating guidelines, Infrastructure guidelines, EoI document, formats of application and submission guidelines at <https://www.ssagujarat.org/>

Parties can apply with detailed information on or before 05.00 P.M, 08/02/2024.

We welcome your participation in this initiative aimed at fostering educational excellence in Gujarat.

State Project Director

State Project Office, Samagra Shiksha,
Sector 17, Gandhinagar,
Gujarat 382010

Introduction:

To provide the highest quality of schooling, teaching and learning to students enrolled in Government Schools across the State of Gujarat, the Education Department, Government of Gujarat has launched 'Mission Schools of Excellence' in the year 2021-22. One of the components of the Mission Schools of Excellence is to provide high-quality holistic education through **Residential Schools of Excellence (RSE)**.

To address the unmet need of high-quality residential schools, the Education Department has decided to formulate a policy for setting-up of world-class **Residential Schools of Excellence** within the State on Public Private Partnership mode.

The Education Department, Government of Gujarat has declared the policy to encourage registered trust / society / public or private Ltd. company to establish Residential Schools of Excellence on Public Private Partnership (PPP) mode across the State as part of Mission Schools of Excellence. This Policy aims at recognizing, nurturing, and handholding the most meritorious children of Government and Grant-in-Aid Schools studying in Grades 1 to 5, and provide them with the best quality of Residential Schooling from Grades 6 to 12 at free of cost.

In order to achieve the aims and objectives as set forth, an Expression of Interest (EOI) is invited by Gujarat Council of School Education (GCSE) from registered trust / society / public or private Ltd. company for participating in the project/scheme from Academic Year 2024-25.

Eligibility Criteria for the Applicant(s)

(a) Minimum 10 acre Non-agricultural (NA) land in the name of registered trust / society / public or private Ltd. company.

Or Registered rent agreement of same for 30 years.

(b) Capacity to operate the school and hostel in temporary set-up till the permanent infrastructure gets ready. Temporary set-up must have all necessary permissions, licenses, consents and/or approvals for the setting-up the school and its infrastructure like BU permission, Structural stability certificate, Layout plan / School map (including but not limited to school infrastructure, facilities provided therein, construction, upgradation) including registration of school, occupation certificate, swimming pool permits, lift license, canteen license, fire safety certificates, sewage treatment plants and any other permit, license, NOCs, consent and/or approval as required under Applicable Law for time being in force;

(c) Potential to shift all assigned students in new permanent **infrastructure before start of academic year 2027-2028** Permanent infrastructure must have all necessary permissions, licenses, consents and/or approvals as mention in above clause (b).

Kindly refer to the policy details outlining the framework for Residential Schools of Excellence in Government Resolutions, Operating Guidelines, Infrastructure guidelines and the EOI document.

Information to be provided by Applicant

The Applicant shall submit the project concept that should include the following information.

A. Essential Information of the Applicant

1. Name and Nature of the Applicant.
2. Name and contact details of the authorized person on behalf of the applicant.
3. Details of a relevant legal entity if already in place.

B. Qualifications of the Applicant

1. Experience in education or managing large projects including details of current activities along with relevant documents, if applicable
2. Achievements, recognitions, or awards in education
3. Description of the applicant's financial capability to meet the requirements of this project including the sources of funding for this project.

C. Infrastructure Information of the Applicant

1. Location(s) of Gujarat where the applicant would like to set up the RSE(s)
2. Whether the applicant has existing land/infrastructure, and if yes, the details and description of existing infrastructure facilities and/or land.
3. Broad estimate of intended Investment (in Crores)

D. Other Details of the Nature of the Intend

1. Number of Students intended to be admitted.
2. Number of Teaching and Non-Teaching Staff intended to be engaged.
3. Special Initiatives to Improve Performance in curricular and co-curricular activities.
4. Expected timelines to roll-out the Project to its full capacity

General Instructions to Applicants

1. Interested Parties are requested to attend the Pre-bid meeting before submission of their applications/responses to get a better understanding and perspective about the project. You may submit the queries by sending an email as given in the Application schedule earlier.
2. GCSE reserves the right to accept or reject any or all of the Applications and annul the entire Process or part thereof without assigning any reason. This EOI shall form a part of a contract document that

shall be signed at a later stage with successful Applicant(s). The Applicants are advised to read carefully the EOI and attached documents before submission of the Application.

3. After this EoI, considering the requirements, GCSE may explore engaging with potential partners in the future.
4. The Government Resolution (GR) concerning the Residential Schools of Excellence program can be referred to from the Samagra Shiksha website for further details on the RSE program.
5. Interested parties are requested to submit the scanned copy of the duly filled-in signed application along with supporting documents to gyanshakti.ssa@gmail.com and also mandatorily submit the hard copy to GCSE.
6. Applicant shall fill the application in the prescribed format. **Link to download the prescribed format**

Residential Schools of Excellence

Government of Gujarat, Education Department, Gandhinagar has launched **Residential Schools of Excellence (RSE)** to provide high-quality holistic education to the meritorious students from Government and Grant-in-Aid schools in the State through Public Private Partnership (“PPP”) *vide* Government Resolution dated 31.07.2021 bearing G.R. No. SSA/1121/267258/CH & Government Resolution dated 22.09.2023 bearing G.R. No. SSA/1121/267258/CH and all other subsequent Government Resolution/s (hereinafter referred as ‘GRs’) issued or which may be issued from time to time.

In order to achieve the aims and objectives as set forth in the GR dated 31.07.2021, an Expression of Interest (EOI) is invited by GCSE from registered trust / society / public or private Ltd. company for participating in the project/scheme.

EOI has been approved in-principle for establishing, constructing, developing, operating, running and maintaining GSRS subject to compliance with the provisions of the GR dated 31.07.2021 & 22.09.2023 and all other subsequent GRs and all other provisions of laws, notification and any amendment/s thereto and the terms and conditions for establishing, constructing, developing, operating, running and maintaining such GSRS as set out herein below:

DEFINITIONS AND INTERPRETATION

Whenever used in **Document**, the following terms shall have the following meanings respectively, unless otherwise specified:

1. “**Agreement**” shall mean Commencement Agreement, the recitals set forth at the outset as well as all the guidelines issued from time to time, annexures, amendments, additions, restatements, addendums or modifications annexed or/and made hereto and thereto and all other documents incorporated herein or therein by reference including the GRs referred to in Agreement or any amendment thereof or GRs issued/ to be issued subsequently, EOI submitted by the Management of Selected School and amendment thereto from time to time, all of which are hereby made an integral part of and shall be read as if included within the text of Agreement;
2. “**Applicable Law**” shall mean all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India and shall include any Statute, Ordinance, Code, Law, Circular, Rule or Regulation including any Revisions, Amendments or Re-enactments including without limitation Rules, Regulations and

Notifications made thereunder and Judgments, Decrees, Injunctions, Writs, Orders and Notifications issued by any Court, Court of Record, or Tribunal(s), or any appropriate authorities as may be in force and during the subsistence of Agreement and applicable to the Management of Selected School whether now or at any time in the future in effect;

3. **“Board”** shall mean Gujarat Secondary and Higher Secondary Education Board constituted under the provisions of the Gujarat Secondary and Higher Secondary Education Act, 1972;
4. **“Confidential Information”** shall mean any and all information (oral or written) disclosed by the GCSE or its authorized person to Management of Selected School in pursuant to Agreement or otherwise. The Confidential Information includes any information disclosed by or on behalf of the GCSE after the execution of Agreement, whether provided in writing, orally, visually, electronically, or by other means, and shall include but not be limited to program source code, operations, processes, plans, intentions, scheme/ project roadmaps, scheme/project information, know-how, designs, transactions, affairs, educational contents shared in any manner and personal details of the students, or relating to, the GCSE staff, whether or not identified as confidential.
5. **“Effective Date”** shall mean the date on which Agreement is entered into by the Parties.
6. **“Fee Voucher”** shall mean the Voucher for Student Fees as prescribed under the Government Resolution dated 31.07.2021 and 22.09.2023 or any subsequent amendment thereto.
7. **“Governing Council”** shall mean Governing Council of RSE (GSRS and GSTRS).
8. **“Infrastructure Guidelines”** shall mean the Infrastructure Guidelines annexed herewith as Annexure A and any modification thereto and any other Infrastructure Guidelines which may be issued from time to time by GCSE.
9. **“Management of Selected School”** shall mean the Management of Selected School under this scheme.
10. **“Operative Guidelines”** shall mean the Operative Guidelines annexed herewith as Annexure B and any modification thereto and any other Operative Guidelines which may be issued from time to time by GCSE.
11. **“PPP”** shall mean Public Private Partnership subject to terms and conditions of the Scheme and subsequent amendments thereto and subject to terms and conditions of Agreement. The

school under the Scheme shall not be treated as Government or Grant-in-Aid school in any manner and any teaching and non-teaching staff appointed by the Management of Selected School shall not be treated as employees of the GCSE or GoG or any instrumentalities of the of the GCSE or GoG in any manner whatsoever;

12. “Scheme/Project” means Gyan Shakti Residential School or/and Gyan Shakti Tribal Residential School

13. “School” means any registered school notified to be covered under the scheme.

Clause

1. Fees

Applicant has to submit the Non-Refundable Fees of Rs. 25,000/- with Account Payee Demand Draft in favour of State Project Director Samagra Shiksha payable at Gujarat. Applicant has to upload scanned copy / proof of the DD along with EOI and has to ensure delivery of original DD to office along with other documents.

2. TERM OF AGREEMENT

The term of Agreement shall be 30 academic years from the effective date of Agreement. Management of Selected School must abide all the guidelines issued from time to time, annexures, amendments, additions, restatements, addendums or modifications annexed or/and made hereto and thereto and all other documents incorporated herein or therein by reference including the GRs referred to in Agreement or any amendment thereof or GRs issued/ to be issued subsequently.

3. RESPONSIBILITIES OF THE MANAGEMENT OF SELECTED SCHOOL

- a. Management of Selected School shall ensure the due satisfaction of the requirements as envisaged in the Infrastructure Guidelines and Operative Guidelines.
- b. Management of Selected School shall procure legal and secure unencumbered title of the land and/or valid and duly registered leasehold rights for a minimum period of 30 (thirty) years for the land exclusively proposed for RSE at the location where the same is to be set up;
- c. Management of Selected School shall provide infrastructure requirements as stipulated in the Infrastructure Guidelines and as required under Applicable Law from time to time for a minimum capacity of 300 students of Grade 6 in the first academic year of operation i.e., 2024-2025 and increase to reach for capacity of 2000 students of Grade 6 to 12 by before **start of academic year 2027-2028.**

- d. Management of Selected School shall procure and obtain all necessary permissions, licenses, consents and/or approvals for the setting up the school and its infrastructure (including but not limited to school infrastructure, facilities provided therein, construction, upgradation) including registration of school, occupation certificate, swimming pool permits, lift license, canteen license, fire safety certificates, sewage treatment plants and any other permit, license, NOCs, consent and/or approval as required under Applicable Law for time being in force;
- e. Management of Selected School shall always maintain deposit of funds equivalent to three months of operational expenses of the school as per the total lump sum cost as mentioned hereinunder.
- f. The schools shall be referred to as
- g. Under the Scheme of Government of Gujarat Gyan Shakti Residential School (GSRS)/ Swami Vivekanand Gyanshakti Tribble Residential Schools of Excellence (GRTSE) - managed by < Management of Selected School >
(In Gujarati " જ્ઞાનશક્તિ રેસિડેન્શિયલ સ્કૂલ્સ ઓફ એક્સેલન્સ
"સ્વામી વિવેકાનંદ જ્ઞાનશક્તિ ટ્રાયબલ રેસિડેન્શિયલ સ્કૂલ્સ ઓફ એક્સેલન્સ")
- h. The branding for the schools shall follow the guidelines issued by GCSE.

4. FUNCTIONS OF THE GCSE

- a. The GCSE shall be entitled to audit, inspect, and monitor the completion of the aforesaid conditions, including but not limited to physical verification, verification of documentation as required to be provided under GRs, Applicable Law, or under Agreement, through duly authorised person/s and the Management of Selected School shall duly cooperate with such officials, who have been specifically authorised by GCSE for such audit, inspection and monitoring.
- b. All other functions as mentioned in the GR or any subsequent amendments thereof.
- c. The GCSE / Education Department will manage the entire admission process for student to be admitted in the school and their admission process shall be Governed by the process as set out by the Education Department in G.R. Dated 31.07.2021 and 22.09.2023 or any subsequent amendments thereof.

5. Voucher for Student Fees

- a. The entire capital and operating cost for establishing and running the schools will be borne by the Management of Selected Schools. The Education Department will provide Fee Vouchers to students once the school confirms admission based on the allocation of students

from the merit list of Common Entrance Test of the respective year.

- b. The Fee Vouchers will be given to students twice in an academic year, at the start of each semester. The Management of Selected Schools shall use the amount of fees towards their recurring cost as per indicative cost breakup given in the Annexure of original Government Resolution dated 31.07.2021 and 22.09.2023 or any subsequent amendments thereof.
- c. The Management of Selected School shall not be entitled to get any amount over and above the Fees Voucher in respect of the RSE. All other costs, expenses and liabilities associated with the Scheme shall be to the account of and be borne by the Management of Selected School.

6. PERFORMANCE SECURITY

- a. The Management of Selected School shall furnish an irrevocable and unconditional Performance Security equivalent to 5% of the amount to be received by the Management of Selected School towards Fee Voucher given by the Students admitted in the schools in the academic year in the form of Bank Guarantee or Fixed Deposit Receipts (FDR) hypothecated to GCSE from Banks approved by Finance Department, Government of Gujarat vide respective GRs and any amendments thereof as security for performance of its obligations under Agreement by May 31st of each year.
- b. The Performance Security can also be in the form of a Fixed Deposit by the Management of Selected School in its name kept with GCSE. The FDs will not be encashed by the Management of Selected School during the term of Agreement.
- c. The Management of Selected School shall ensure that all the Performance Security shall remain valid till six months beyond the subsistence of agreement.
- d. The GCSE shall be entitled to invoke the Performance Security in event of the Management of Selected School abandoning the project or acting in a such manner which may result in abandoning the project or in case of termination of Agreement under Clause 8.b.

7. RESTRICTION ON ALIENATION OF PROPERTY

- a. The Management of Selected School shall not transfer or enter into agreement with other party by way of sale or lease of the property on which the infrastructure of the residential school is proposed to be set-up or is already set-up.
- b. If the Management of Selected School has taken the property on lease for this Scheme, the Management of Selected School shall not terminate such lease or cause any such event of default which shall result in the lessor exercising his/her rights of termination under the relevant lease deed, during the minimum lease term without prior consent from GCSE, failing which GCSE will take appropriate action.

8. TERMINATION

- a. The Management of Selected School may terminate Agreement, by giving 3 years' notice stating valid reasons to the First party after the Management of Selected School has run the school for a minimum period of 5 years. The termination under this clause shall be subject to approval of the Governing Council. During this notice period, new admissions shall not be allotted to such schools. The existing students at such schools will be shifted to other RSEs during these 3 academic years so that the continuum of education for existing students studying in such schools is ensured.
- b. Notwithstanding anything contained in clause no. 8.a, in the event of exceptional circumstances or serious breach of Agreement by the Management of Selected School, the GCSE has the right to serve notice seeking clarification to the Management of Selected School to be responded within the stipulated time. In case the response is not received, or the response is not satisfactory, the GCSE can refer the case to the Governing Council. The Governing Council shall provide the Management of Selected School an opportunity to be heard. The Governing Council, if not satisfied by the response of the Management of Selected School, shall have the power to direct GCSE to terminate the Agreement exercising its extra ordinary powers. The GCSE shall then terminate the Agreement with the Management of Selected School.
- c. Notwithstanding anything contained in clause no. 8.a, the GCSE may refer the case to the Governing Council in case of Force Majeure where the Management of Selected School is unable to perform the obligations under Agreement due to reasons beyond control of Management of Selected School. The Governing Council, after satisfying itself about the circumstances, may take appropriate decision including issuance of direction to GCSE to terminate the Agreement with the Management of Selected School.
- d. It is clarified that any termination of Agreement shall be without prejudice to any accrued rights of the Parties, and any provisions of Agreement, that are expressly recognized as surviving any such termination.

9. CONFIDENTIALITY

- a. The Management of Selected School undertakes that it shall at all times keep strictly confidential any Confidential Information which is in its possession or which it may acquire and shall not disclose such Confidential Information except with the prior written consent of the GCSE or except as the GCSE may expressly direct, or which may be required for the benefit of the GCSE.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- a. Agreement shall be governed by and construed in accordance with the laws of State of Gujarat and India. Subject to Clause of Force majeure below, the courts at Gandhinagar, Gujarat shall have exclusive jurisdiction in relation to agreement, its interpretation and any Dispute arising out of or relating to Agreement.

11. FORCE MAJEURE

- a. No failure or omission by the Parties in the performance of any obligation under Agreement shall be deemed as breach of Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of the Parties, as the case may be, including but not restricted to acts of God, acts or omissions of any Government, or agency thereof, pandemic, natural calamities, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out war and legal embargoes. Provided that the party relying on this Article shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons thereof.

Links of related documents

1. [Government Resolution dated: 31.07.2021, No. SSA/1121/267258/CH](#)
2. [Government Resolution dated: 22.09.2023, G.R. No. SSA/1121/267258/CH](#)
3. [Operating guidelines](#)
4. [Operating Guideline Annexures](#)
5. [Infrastructure guidelines](#)
6. [Expressions of Interest \(EoI\)](#)
7. [Format of Application form](#)