

Notice No.: MD/DCL/11/2023-24, Work No.01

Expression of Interest (Eoi)

For

Construction and Operation of School
On PPP Mode in DREAM City Limited.

Date of issue of EOI	:	05/12/2023
Pre-Proposal Meeting	:	12/12/2023, Venue: DCL Office, Surat
Response to queries by DCL	:	18/12/2023
Application Due Date	:	27/12/2023
Address of correspondence/Queries	:	Room no. 84, SMC main office, Mughalisara, Surat
E-Mail	:	info@dreamcitysurat.in

Diamond Research and Mercantile City Limited

CIN: U75143GJ2015SGC083828

4th Floor, New SUDA Bhawan,

Vesu-Abhva Road, Vesu

Surat-395007

December 2023

TABLE OF CONTENTS

DISCLAIMER.....	4
1. INTRODUCTION.....	6
1.1 Background	6
1.2 Brief Description of Bidding Process.....	7
2. INSTRUCTIONS TO APPLICANTS	9
2.1 Scope of Application.....	9
2.2 Eligible Applicants	9
2.3 Change in Consortium Composition	10
2.4 Number of Applications	11
2.5 Application Preparation and Submission Cost.....	11
2.6 Pre-requisite for Application Submission	11
2.7 Site visit and verification of information	11
2.8 Acknowledgement by Applicant.....	11
2.9 Right to Accept or Reject any of the Application	11
2.10 Contents of EOI	12
2.11 Amendment of EOI	12
2.12 Language	13
2.13 Validity of Application.....	13
2.14 Extension of Validity of Application	13
2.15 Format and Signing of Application	13
2.16 Sealing and Marking of Application.....	14
2.17 Application Due Date	15
2.18 Late Applications	15
2.19 Modifications/ Substitution/ Withdrawal of Applications.....	15
2.20 Shortlisting of Applications	15
2.21 Confidentiality	16
2.22 Clarifications:	16
2.23 Proprietary data.....	16
2.24 Correspondence with the Applicant	16
2.25 Contacts during Proposal Evaluation	17
2.26 Tests of responsiveness	17
2.27 EOI and Notification	17
3. MINIMUM ELIGIBILITY CRITERIA AND SHORTLISTING PROCESS.....	18
3.1 Minimum Eligibility Criteria:	18
3.2 Shortlisting Process	18

3.3	Special Conditions for a Consortium.....	19
3.4	Schedule of Application Process	19
	Project Information Memorandum	20
	Objectives of the Proposed Project	21
	Scope of Work for School Facility	21
	Appendix-1: Letter of Application	23
	Appendix-2 Details of Applicant	25
	Appendix 3: Format for Power of Attorney for Signing of Bid	26
	Appendix 4: Format for Power of Attorney for appointing Lead Member of Consortium	27
	Appendix 5: Format for Similar Works.....	29
	Appendix 6: Turnover & Network	31
	Appendix 7: Letter of Exclusivity.....	32

DISCLAIMER

This Notice inviting Expression of Interest (Eoi) is intended to provide interested parties (“Applicants”) with information on selection for Construction and Operation of School on PPP Mode in DREAM City Limited.

The information contained in this EOI or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of DCL or any of its employees or advisors, is provided to Applicants(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by DCL to the prospective Applicants or any other persons. The purpose of this EOI is to provide Applicants with information that may be useful to them in the formulation of their responses pursuant to this EOI (“Response”). This EOI includes statements, which reflect various information, assumptions and assessments arrived at by DCL in relation to the social infrastructure development. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for DCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this EOI. The assumptions, assessments, statements, and information contained in this EOI 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, statements, and information contained in this EOI and obtain independent advice from appropriate sources.

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

DCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy,

adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with assessment of Applicants for participation in the EOI process.

DCL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI.

DCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that DCL is bound to select any agencies for the Project and DCL reserves the right to reject all or any of the applications without assigning any reasons whatsoever.

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

1. INTRODUCTION

1.1 Background

1.1.1 Government of Gujarat envisaged the development of a Diamond Trading hub in Surat. The project's location was selected with the intention of transforming barren land into a world class trading center. Following this initiative, Village-Khajod was chosen for the development of the DREAM City project.

Surat has a strong economic foundation, primarily driven by the Diamond and Textile industries, coupled with a booming industrial port area. The city is experiencing rapid growth, resulting in substantial demand for both commercial and residential spaces. In response to cater this booming demand of commercial and residential space as a supplement for swift development of Diamond Trading Business in Surat, the Government of Gujarat established a Special Purpose Vehicle (SPV); named Diamond Research And Mercantile City Limited (DREAM City Limited). This government-owned company commenced operations with an initial paid-up share capital of Rs. 100 Cr with 75% stake of Government of Gujarat, 20% of Surat Municipal Corporation and 5% of Surat Urban Development Authority. The Company is registered with Registrar of Company; Gujarat on 10/7/2015 under the Companies Act-2013. The Chief Secretary, Gujarat serves as the Chairman of the Company.

By Urban Development & Urban Housing Department Notification no GH/V/144 of 2016/DVP-142015-2441-L dated 19/7/2016, Government of Gujarat has formed a separate Urban Development Authority named "Khajod Urban Development Authority" to act as the relevant authority.

The Government of Gujarat through its Revenue Department's Resolution no JMN/IND/2014/2230/A-1, Dated 29/5/2015 allotted 561.98 hectares of government land in the village Khajod, Surat to Dream City Limited for the development of Dream City project. The DREAM City project has a geographical area of approximately 681 Hectare (comprising 561.98 hectares of Government land and 120 hectares of private land) situated to the south of Surat. It is adjacent to a 90m wide outer ring road in proximity of Surat Airport, ensuring excellent connectivity.

1.1.2 The Master Plan of DREAM City was prepared by consultant in coordination with Gujarat Infrastructure Development Board (GIDB). The development strategy was proposed to occur in 5 phases each with a targeted completion year set for 2040. The master plan for DREAM City delineates distinct zones for various land uses. These include Commercial use, Residential use, Mix use,

Public amenities, Institution use, Recreational use and other specific uses as per the vision of DREAM City Limited.

DREAM City Limited boasts excellent connectivity to Surat Airport, Sea Ports & Metro Rail station facilitating efficient transportation of both manpower and materials. This connectivity will serve as a gateway to expand global trading opportunities through Surat. Access to skilled labor and essential facilities will be readily available.

Its robust social infrastructure is designed to meet the diverse needs of residents, encompassing living, educational, recreational & healthcare. Efficient transportation links between DREAM City and Surat, which has a population of around 6.5 million, will ensure swift and smooth movement of people. DREAM City; with its well-planned social infrastructure will provide a higher quality of life for its residents, including development of neighboring & community amenities like green spaces, playgrounds, shopping, fostering a 'walk to work' culture and aesthetic enhancements including a city-level garden. These provisions will enable residents to enjoy a good work-life balance.

As part of this endeavor, the DREAM City Limited, acting in the capacity as DCL has made the decision to invite 'Expression of Interest' (EOI) from interested applicants. This process, outlined in this EOI document, aims to identify and shortlist competent Applicants who meet the minimum preferred criteria. For the "Construction and Operation of School on PPP Mode in DREAM City Limited" (as defined in 2.1.).

1.1.3 A brief profile of the Project has been provided in "Project Information Memorandum".

1.1.4 The Project will be awarded to the Concessionaire(s) [selected private partner(s)], following a competitive bidding process, after which DCL will enter into a Concession Agreement with the chosen entity. The Concessionaire will be responsible for construction, operation, maintenance and management of the Project in accordance with the terms outlined in the Concession Agreement. The draft Concession Agreement will be provided solely to the bidders shortlisted from the EOI stage, along with the Request for Proposal (RFP) document.

1.2 Brief Description of Bidding Process

(a) DCL intends to adopt a transparent 2-stage bidding process for selection of

the Concessionaire(s) for the Project. The first stage of the bidding process involves EOI, where interested- parties (Bidders) are invited to participate.

- (b) This EOI document outlines the necessary information required from the private partner for the evaluation purpose.
- (c) Upon conclusion of this stage, DCL anticipates announcing a list of Qualified Bidders for the subsequent stage (RFP/Proposal Stage). During this phase, only the shortlisted bidders will receive invitations to submit detailed Proposals aligned with Project requirements as specified in the RFP document.

During the Proposal Stage, Qualified Bidders will be required to conduct a more comprehensive examination of the Project in further detail, and undertake at their own expense, any necessary activities, to prepare and submit relevant Proposal(s) for the Project.

2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Application

- (a) DCL intends to receive applications for EOI to shortlist experienced and capable Bidders for the RFP stage.
- (b) Subsequently, shortlisted applicants will be invited to submit their Proposal with respect to the Project as outlined in the RFP issued at that particular point in time.

2.2 Eligible Applicants

2.2.1 The following categories of Applicants will be eligible to participate:

Category 1: A single Business Entity with operating experience

Category 2: If the Applicant, which is a Business Entity, does not have requisite experience as per the provisions of this EOI or may want to further augment its capacity to respond, it may associate with other firms (Consortium) to strengthen its EOI and experience.

Henceforth, the term 'Applicant' will apply to both the aforementioned categories. The Applicant should submit a Power of Attorney as per the format enclosed as Appendix 3, granting legal authorization to the signatory of the Application, to officially submit the Application on behalf of the Applicant.

2.2.2 Applications submitted by a Consortium should comply with the following additional requirements:

- (a) The Application should contain the requested information from each member;
- (b) An applicant who has applied for a Project in its individual capacity or as part of a Consortium is restricted from participating as a member of any other Consortium applying for the same Project. A Letter of Exclusivity must be attached along with the Application in the format prescribed in **Appendix 7**.
- (c) Members of the Consortium are required to execute a Power of Attorney as per the format enclosed in **Appendix 4** designating the Lead Consortium Member.

Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submitting this application. A signed copy of this MoU, explicitly specifying the Consortium's lead member and the share holding pattern among the consortium members should be attached.

The MoU should, inter alia:

- i. Convey the intent of the Lead Member to enter into a long-term

management agreement (for a period of 5 to 10 years, extendable by another 5 years) with the Bidder and form a joint venture company with shareholding pattern. Such Lead Member or joint venture Company, as the case may be, would enter into a Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;

- ii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
- iii. Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Concession Agreement; ***A copy of the MoU should be submitted with the Application. The MoU entered into between the members of the Consortium should be specific to this Project and should contain the above requirements, failing which the Application shall be considered non-responsive.***

Any entity which has earlier been blacklisted and / or barred by DCL or any state **government** or central government from participating in projects would not be eligible to submit the Application, either individually or as member of a Consortium if such a bar imposed exists and is in effect on the Application Due Date.

2.3 Change in Consortium Composition

2.3.1 Change in the composition of a Consortium may be permitted by the DCL during the Proposal (RFP) Stage, provided lead Consortium Member remains the same and only if:

- (a) The modified Consortium would continue to meet the preferred criteria for Bidders;
- (b) The proposed changes do not bring down the number of Bidders below a critical minimum considered necessary by the DCL to preserve the spirit of competitive bidding;
- (c) The new Consortium expressly adopts the Application for EOI already made on behalf of the original Consortium as if it were a party to it originally.
- (d) Bidders shortlisted for RFP cannot under any circumstances form any kind of consortium among them.

2.3.2 Grant of approval for change in the composition of a Consortium shall be at the sole discretion of the DCL and must be approved by the DCL in writing.

2.3.3 The modified Consortium would be required to submit a revised

Memorandum of Understanding.

2.4 Number of Applications

Each Applicant shall submit only one Application in response to this EOI. Any Applicant, who submits or participates in more than one Application will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

2.5 Application Preparation and Submission Cost

The Applicant shall bear all expenditure associated with the preparation of its Application and its participation in the EOI process. DCL will not be responsible or in any way liable for such expenditure.

2.6 Pre-requisite for Application Submission

It would be deemed that by submitting the Application for EOI, the Applicant has made a complete and careful examination of the EOI document.

DCL shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.7 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining by themselves the site conditions, traffic, 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 them.

2.8 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the EOI document;
- (b) received all relevant information requested from DCL;

2.9 Right to Accept or Reject any of the Application

2.9.1 DCL reserves the right to accept or reject any Application or to annul the process at any point of time at its sole discretion without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.9.2 DCL reserves the right to reject any Application if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Applicant does not respond promptly and diligently to requests for additional information required / requested for towards evaluation of the Application Rejection of the Application by the DCL as aforesaid would lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium would be disqualified / rejected.
- (c) Take any such measure as may be deemed fit in the sole discretion of DCL, including annulment of the Bidding Processes.

2.9.3 DCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Any such verification or lack of such verification by DCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of DCL there under.

2.10 Contents of EOI

This EOI Document consists of following contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11 'Amendment of EOI'.

Expression of Interest

- Section 1 Introduction
- Section 2 Instructions to Applicants
- Section 3 Minimum Eligibility Criteria And Short listing Process
- Appendices
 - Project Information Memorandum
 - Format for Letter of Application
 - Format for Power of Attorney for Signing of Application
 - Format for Power of Attorney for Lead Member of Consortium
 - Format for Similar Works
 - Format for Turnover and Net worth
 - Format for Letter of Exclusivity

2.11 Amendment of EOI

- a. At any time prior to the Application Due Date, the DCL may, for any reason, and at its own initiative modify the EOI Document by the issuance of Addenda. Such Addenda would be posted on the website.
- b. In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, the DCL may, at its own discretion, extend the Application Due Date.

- c. DCL will not be responsible for any mistakes / oversights of the prospective Applicants failing to check the contents of the addenda (if any, as and when issued).

2.12 Language

The Application and all related correspondences and documents shall be written in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that these are accompanied by appropriate translations of pertinent passages in English language. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, English language translation shall prevail.

2.13 Validity of Application

The Application shall remain valid for a period not less than and up to 120 (One Hundred and Twenty) days from the Application Due Date (Application Validity Period). DCL reserves the right to reject any Application which does not meet this requirement.

2.14 Extension of Validity of Application

In exceptional circumstances, prior to expiry of the original Application Validity Period, DCL may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested will stand automatically disqualified.

2.15 Format and Signing of Application

- (a) Applicants would provide all the information as requested in this EOI. DCL will evaluate only those Applications that are received in the required format and complete in all respects.
- (b) The Applicant shall prepare one original set of all documents comprising the Application and clearly mark the same as "ORIGINAL". In addition, the Applicant shall make two (2) additional sets of the Application; clearly mark the same as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- (c) The Application and its copies shall be typed or written in indelible ink and the Applicant shall initial and stamp each page of the Application. All alterations, omissions, additions, or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

- (d) One copy of the EOI document must be made by the Applicant and signed and stamped in original on each page (including the cover page) of the EOI document and sent along with the Application as documentary evidence of the fact that the Applicant has read each and every provision of the EOI and has agreed to the contents of the same.

2.16 Sealing and Marking of Application

2.16.1 The Applicant shall seal the original and the copy of the Application in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope. The signed copy of the EOI can be put in the inner envelope which contains the original Application. The copies of the Application also need to be signed and stamped on each page by the authorized signatory in case of a single Applicant or the authorized signatory of the lead member in case of a consortium.

2.16.2 Each envelope shall contain the following:

- (a) Letter of Application (Appendix 1)
- (b) Details of Applicant (Appendix 2)
- (c) Power of Attorney for Signing of the Application (Appendix 3)
- (d) In case of Consortium, Power of Attorney for designating the Lead Member (Appendix 4)
- (e) Format for Similar Works (in case of Consortium, the Organization Profile and Related Experience will need to be provided by the Lead Member for the other members of the consortium also). (Appendix 5)
- (f) CA certified Turnover & Networth (Appendix 6)
- (g) A Letter of Exclusivity (Appendix 7)
- (h) In case of Consortium, Memorandum of Understanding between the members.
- (i) Demand Draft of INR 10,000 (Rupees Ten Thousand) plus GST @ 18% only (INR. 11,800) towards the cost of EOI Document by way of a crossed Demand Draft drawn in favour of 'Managing Director, Diamond Research and Mercantile City Limited, payable at Surat' (Should be submitted with the application).
- (j) A letter of declaration clearly mentioning that the Applicant has not been blacklisted by any of the state governments or central government across the country in the past (in case of consortium, the same needs to be submitted separately on their respective letter heads for all consortium members).

2.16.3 The envelopes shall clearly bear the following identification:

Application for EOI: “Construction and Operation of School on PPP Mode in DREAM City Limited”

2.16.4 The envelope shall be addressed to:

**Chief Financial Officer,
Diamond Research and Mercantile City Limited,
4th Floor, new-SUDA Bhawan, Vesu-Abhva Road,
Vesu, Surat-395007,
Gujarat, India.
Email: info@dreamcitysurat.in**

2.16.5 If the envelope is not sealed and marked as instructed above, DCL assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and such Application may be rejected at the sole discretion of DCL.

2.17 Application Due Date

2.17.1 Applications should be submitted on or before the time and the Application Due Date mentioned in the Schedule of Application Process, to the address provided in Clause 2.16 in the manner and form as detailed in this EOI. Applications submitted by any electronic transmission, email or telex will not be acceptable.

2.17.2 DCL may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.11, uniformly for all Applicants.

2.18 Late Applications

2.18.1 Applications received after the Application Due Date and Time shall not be accepted by DCL.

2.19 Modifications/ Substitution/ Withdrawal of Applications

2.19.1 Applications once submitted cannot be withdrawn or modified / altered in any manner.

2.20 Shortlisting of Applications

2.20.1 DCL will open the Applications on any working day after Application Due Date for the purpose of shortlisting.

2.20.2 DCL will subsequently examine and shortlist Applications in accordance with

the criteria set out in the document.

2.20.3 DCL reserves the right to reject any Application, if:

- (a) At any time, a material misrepresentation is made or discovered; or
- (b) The Applicant does not respond promptly and diligently to requests (as and when requested for by the DCL) for additional information that may be required for the shortlisting of the Application by the DCL.

2.21 Confidentiality

1. Information relating to the examination, clarification, evaluation, and recommendation for the shortlisted applicants shall not be disclosed to any person not officially concerned with the process. DCL will treat all information submitted as part of Application confidential and would require all those who have access to such material to treat the same.
2. DCL will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.22 Clarifications:

1. To facilitate evaluation of Applications, DCL may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by DCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
2. If an Applicant does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case, the Proposal is not rejected, DCL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

2.23 Proprietary data

All documents and other information submitted by an Applicant to DCL shall remain or become the property of DCL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. DCL will not return any Proposal or any information provided along therewith.

2.24 Correspondence with the Applicant

2.24.1 Save and except as provided in this EOI, DCL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection

of any Proposal.

2.25 Contacts during Proposal Evaluation

2.25.1 Applications shall be deemed to be under consideration immediately after they are opened and until such time DCL makes official intimation to the Applicants. While the Applications are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the EOI Documents, from contacting by any means, DCL and/ or their employees/representatives on matters related to the Proposals under consideration.

2.26 Tests of responsiveness

2.26.1 Prior to evaluation of Proposals, DCL will assess whether each Proposal complies with the requirements outlined in the EOI. A Proposal shall be considered responsive only if:

- (a) It is received along with information outlined in Appendix-2, 3,4,5,6 and 7.
- (b) It is received by the Proposal Due Date, including any extensions thereof;
- (c) It is appropriately signed, sealed, bound together in hard cover, and marked as stipulated in EOI;
- (d) It is accompanied by the Power of Attorney;
- (e) It contains all requested information and documents, complete in all respects as stipulated in this EOI;
- (f) It contains information in formats same as those specified in this EOI;
- (g) it contains certificates from its statutory auditors/ CA
- (h) It contains Demand Draft of INR. 10,000 + 18% GST (INR. 11,800) for processing fee
- (i) It is not deemed non-responsive as per the terms specified herein.

2.26.2 DCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DCL in respect of such Proposal.

2.27 EOI and Notification

2.27.1 Upon the shortlisting of Applications, DCL shall announce and publish the list of successful Applicants (Qualified Bidders) for the Project. This list will be communicated to all the shortlisted bidders by the DCL.

2.27.2 Subsequently, RFP Document will be sent to the shortlisted Applicants at the appropriate juncture. Qualified Bidders will have to submit a detailed Proposal according to the form and manner delineated in the RFP Document.

3. MINIMUM ELIGIBILITY CRITERIA AND SHORTLISTING PROCESS

3.1 Minimum Eligibility Criteria:

1. The Applicant shall be a legal entity including the Company, Trust, Partnership Firms, Limited Liability Partnership Firms (Registration Certificate copy to be enclosed)
2. The Applicant should hold valid affiliations with recognized educational boards such as State/ICSE/CBSE/IB Boards. (Supporting documents to be enclosed)
3. Applicant should have an established school already running in any Class 1 tier city of Gujarat State.
4. Applicant should have experience in operating and management of integrated Primary, Secondary and Higher Secondary education facility with or without accommodation facilities.
5. The Applicant shall possess at least 10 (Ten) years' experience in the education sector
6. The Bidder firm shall be profit (net) making firm and shall have made profit at least in three financial years out of the last five financial years prior to submitting the Application for EOI. The Bidder should submit attested copies of auditor's report/ chartered accountant.
7. Average audited annual turnover of the Applicant organization of the preceding 3 (three) financial year shall be minimum of Rs 20 crore from educational institutions.
8. The Applicant should provide Audited financial statements (of Lead Member in case of consortium) for the last 3 financial years, showcasing financial transparency and credibility.

3.2 Shortlisting Process

The evaluation and shortlisting of Applications will be based on the following parameters:

S. No.	Parameters	Total
A	Previous period of experience in Development, Operation and Management of a School with a student strength of at least 500 Students School as of Application Due Date	40
a)	For more than seven (7) years = 40 marks	
b)	For less than seven (7) years and more than five (5) years = 30 marks	
c)	For less than five (5) years and more than three (3) years =20 marks	
d)	For less than three (3) years = 0 marks	

	Note: In case of part year, only the completed years will be counted. For example five (5) years and eight (8) months will be counted as five (5) years. The bidder needs to submit a certificate from statutory auditors/ CA certifying the number of years of experience.	
B	Previous Experience of the bidder based on the number of Schools running with student strength of 500 on Application Due Date	30
a)	Number of School is NIL = 0 marks	
b)	Number of School is 1 = 10 marks	
c)	Number of School is 2 = 20 marks	
d)	Number of School is more than 2 = 30 marks	
C	Applicant's Appreciation of the Project based on personnel experience (Presentation and Brief document)	30
a)	Understanding of management of School Facilities = 6 marks	
b)	Approach to management of integrated School Facility = 6 marks	
c)	Detailed plans including staff deployment strategies, laboratory equipment details, and overall vision for the project = 6 marks	
d)	Proposed approach to quality management = 6 marks	
e)	Organization brochure/Profile to demonstrate the applicant capability, Experience and staff's available with the applicant = 6 marks	
	Total	100

Only those applicants who score 50 or more marks will be shortlisted for the RFP stage.

3.3 Special Conditions for a Consortium

1. In case the Application is a Consortium, the Applicants in the consortium should jointly meet the experience criteria as stipulated in Clause 3.1 and 3.2.
2. Even if the Applicant is a Consortium, the net worth and average annual turnover would be taken only of the lead member.
3. In the joint venture company that is established for the purpose of implementing the Project, the Lead Member shall commit to hold a minimum equity stake equal to 51% of such company at all times during the Concession Period.

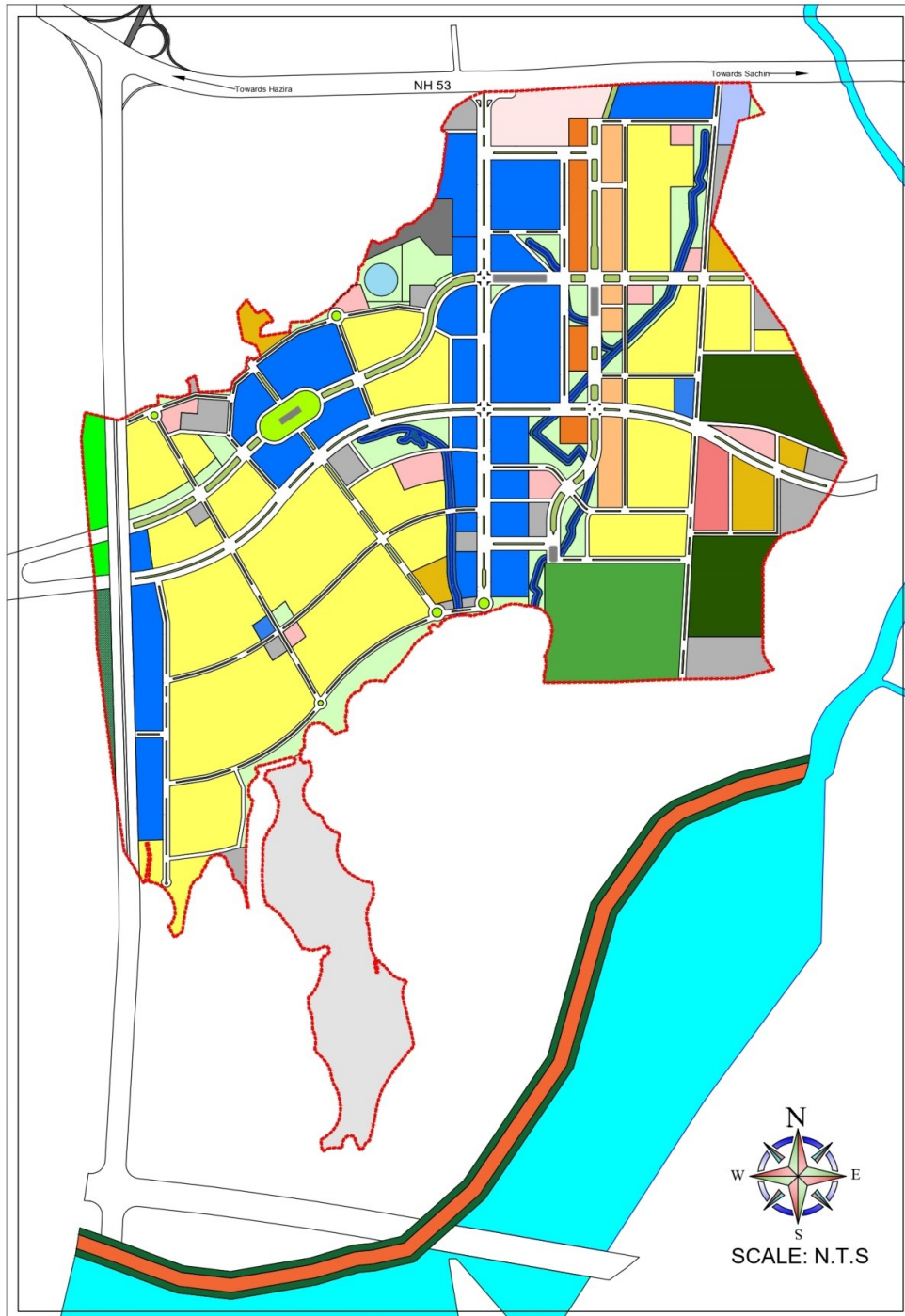
3.4 Schedule of Application Process

DCL shall endeavor to adhere to the following schedule:

Date of Issue of EOI	:	05/12/2023
Pre-Proposal Meeting	:	12/12/2023 Venue: DCL Office, Surat
Response to queries by DCL	:	18/12/2023
Application Due Date	:	27/12/2023

Project Information Memorandum

Illustrative Map of location of School facility in DREAM City area



Objectives of the Proposed Project

The envisaged school project aims to operate under a Public-Private Partnership (PPP) model in collaboration with the Government of Gujarat through DCL (Dream City Limited). Here's a delineation of roles and responsibilities for both the private sector and the Government/DCL:

In brief, the proposed model envisages government involvement in providing space/land, whereas the private partner would be responsible for construction, provision of necessary equipment, consumables, technical and other manpower and for running and maintaining the facilities. The supervision and monitoring would be in the hands of government, which will be exercised through designated authority/agency/committee.

- a) To construct, operate, maintain and manage the School in the DREAM City.
- b) To provide value-added specialized services over and above the prescribed guidelines as per the International Standards and needs of the population.
- c) To adhere to guidelines issued by Govt. of Gujarat from time to time including upgrading of the School in the services being provided.
- d) To demonstrate expertise in efficient management of School.
- e) To deploy trained and skilled human resource for student care services.
- f) The exact type and scope of involvement and responsibilities would be defined before issuance of detailed RFP.

Scope of Work for School Facility

1. Designing and Developing the school facility accommodating Nursery, Primary, Secondary and Higher Secondary for 1000 to 1500 students meeting International Standards and integrated with accommodation facility for students, faculty and support staff.
2. The school shall offer affiliation with State/ICSE/CBSE/IB Boards.
3. Raising the finances including Debt, Equity and any other instruments required for the construct and development of the Project.
4. Operating and Maintaining of the school during the period of Concession, ensuring the highest standards of education, infrastructure upkeep, and facilities management.
5. Developing comprehensive indoor and outdoor sports facilities, catering to various sports activities for a holistic learning experience.
6. Implement a student-centric approach focusing on modern teaching methodologies, extracurricular activities, mental health support, and overall student well-being.
7. Engage qualified and experienced faculty and staff capable of delivering quality

education and student care services.

8. Incorporate innovative technology integration within the educational framework for enhanced learning experiences.
9. Transfer the Asset/facility to the Government authority after the completion of the Concession, adhering to the terms outlined in the agreement.

Proposed Roles and Responsibilities of Different Parties

A. Private Sector

1. Provide all necessary infrastructure, including buildings, classrooms, laboratories, and recreational areas, meeting modern educational standards.
2. Supply essential resources, educational materials, and technology infrastructure required for effective teaching and learning.
3. Undertake the design and operation of the school adhering to national and international educational standards and regulatory compliance.
4. Manage day-to-day operations, including maintenance and upgrades as specified in the detailed Request for Proposal (RFP) documents.
5. Recruit, train, and manage a proficient workforce encompassing educators, administrative personnel, and support staff.
6. Incorporate modern educational technologies and tools for enhanced teaching methodologies and comprehensive reporting systems.
7. Ensure the development and implementation of safety protocols and security measures within the school premises.
8. Uphold adherence to all contractual obligations stipulated in the agreement with the Government/DCL.

B. Government/DCL

1. Offer designated space for constructing the school building, facilitating a smooth handover to the private operator for brownfield/greenfield development.
2. Provide administrative support, offering necessary approvals, clearances, and requisite space connectivity for operational functionalities.
3. Establish connectivity for utilities such as water, power supply, and sewage networks to integrate with external networks as required by the school.
4. Monitor Key Performance Indicators (KPIs) specified in the concession agreement, ensuring compliance and operational efficacy.
5. Provide administrative oversight and supervision to ensure compliance with regulatory standards and contractual obligations.

Appendix-1: Letter of Application
<< On the Service Provider Letter Head >>

To
General Manager,
Diamond Research and Mercantile City Limited,
4th Floor, SUDA Bhavan, Vesu-Abhva Road,
Vesu-Surat-395007.

Sub: Application for Proposal for _____

Dear Sir,

1. With reference to your EOI document dated....., we, having examined the EOI document and understood its contents, hereby submit our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. We acknowledge that DCL will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Applicants for the aforesaid project, and we certify that all information provided in the Proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant
4. We shall make available to DCL any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of DCL to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We declare that:
 - (a) We have examined and have no reservations to the EOI document, including any Addendum issued by DCL.
 - (b) We do not have any conflict of interest in accordance with EOI; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with DCL or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of EOI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Bidding Process at any time and that you

are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Proposal for the Project, without incurring any liability to the Applicants.

8. We believe that we have the Net Worth criteria and meet(s) all the requirements as specified in EOI and are qualified to submit a Proposal.
9. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI; we shall intimate DCL of the same immediately.
10. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DCL in connection with the selection of Applicants, selection of the Applicant, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
11. The documents accompanying the PROPOSAL, as specified in EOI have been submitted.
12. We agree and undertake to abide by all the terms and conditions of the EOI document.
13. We hereby submit our PROPOSAL in accordance with the EOI.
14. We shall keep this Proposal valid for 120 (one hundred and Twenty) days from the Application Due Date as per EOI.

In witness thereof, we submit this Proposal under and in accordance with the terms of the EOI document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of the Applicant

Appendix-2 Details of Applicant

If the Application Status is “**Consortium**”, each member firm should submit the information in the format given below.

1) Organization Name:	
2) Key Contact persons:	
3) Type of Organization: Public Limited Co / Private Limited Co / Joint Venture/Partnership Firm / Government Institution / Government Venture / Others / Individual	
4) Registration No. (Submit copy)	
5) PAN No. (Submit copy)	
6) GST Registration No. (Submit copy)	
7) Contact Details : - Name - Address - Mobile No - Landline - e-Mail	
8) Yearly Turnover of last 3 financial years (Rs. in Cr.) (2020-21, 2021-22 & 2022-23) (Please submit audited Balance Sheet or Chartered Accountant certificate)	

Appendix 3: Format for Power of Attorney for Signing of Bid

(On Rs 300 non-judicial stamp paper)

Power of Attorney

Know all men by these present, We _____ (name and address of the registered office) do hereby constitute, appoint and authorise 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 on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for the project titled "**Construction and Operation of School on PPP Mode in DREAM City Limited**", including signing and submission of all documents and providing information / responses to DREAM City Limited (DCL), representing us in all matters before DCL in all matters in connection with our Application for the said Project. 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 and shall always be deemed to have been done by us.

Dated this the day of _____ For(Name, Designation and Address) Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

1. To be executed by the Lead Member in case of a Consortium.
2. 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.
3. In case the Application is signed by an authorized Director/Partner of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
4. In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps, if applicable

Appendix 4: Format for Power of Attorney for appointing Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the **Diamond Research and Mercantile City Limited (DCL)**, has invited applications from interested parties for Construction and Operation of School on PPP Mode in DREAM City area in Surat .

Whereas, _____, _____
& _____, members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Expression of Interest (EOI) Document,
and

Whereas, it is necessary under the EOI Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Application for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's application for the Project.

NOW THIS POWER OF ATTORNEY WITNESSES THAT;

We, M/s. _____ (Lead Applicant), M/s _____ (other Applicants) (the respective names and addresses of the registered offices 6) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Application for the Project, including submission of Bid/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with DCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and there after till the Concession Agreement is entered into with DCL.

6 In case of partnership firm: Name and address of principal office of the partnership firm to be provided

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

us/Consortium.

Dated this the _____ day of 202_

For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Note:

1. 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
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Appendix 5: Format for Similar Works

A1. Experience of the Bidder - Previous Period of experience in Developing, Operating and managing at least 500 Students School as on Application Due Date

Sr. No.	Duration	Relevant Experience & brief description of main deliverables / outputs	Name of Client & Country of Assignment	Approx. Contract value

A2. Experience of the Bidder - Previous Experience of the bidder based on the number of Schools with 500 Students as on Application Due Date

Sr. No.	School Name & Address	Name of Client & Country of Assignment	Student Capacity	Role

A3. Applicant's Appreciation of the Project based on personnel experience. (Not more than five A4 size pages)

Understanding of management of School Facilities

Approach to management of integrated School Facility

Detailed plans including staff deployment strategies, laboratory equipment details, and overall vision for the project.

Proposed approach to quality management

Organization brochure/Profile to demonstrate the applicant capability, Experience and staff's available with the applicant

General Instructions:

1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation:
 - a. At least for **Completed Projects**:
 - i. Work Order, or
 - ii. Agreement, AND
 - iii. Completion Certificate, or
 - iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);

The supporting document(s) claimed for each firm's relevant experience shall be placed immediately after each Detailed similar project details table. Only those studies would be

considered for the evaluation for which the documentary proof mentioning Total Project Cost (wherever applicable) have been provided immediately after each claimed Detailed similar project details;

Appendix 6: Turnover & Networth

(Attach the CA certified certificates for turnover & Networth)

Turnover & Net worth certificate:

No.	Year	Total Turnover	Net Worth (Rs.)
A.	2022-2023		
B.	2021-2022		
C.	2020-2021		

General Instructions:

Net Worth for Company = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves+ Miscellaneous expenditure not written off)

For Partnership Firm =Aggregate of Partners' Capital Account + Reserves - Aggregate of drawings by Partners - Aggregate of advances to Partners

The financial year would be the same as the one normally followed by the Bidder for its Annual Report. The Applicant shall provide the audited annual financial statements as required for this EOI.

Failure to do so would be considered as a non-responsive bid.

The Applicant should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant

Appendix 7: Letter of Exclusivity
(to be executed on Applicants letter head)

I, we, _____, hereby declare that we are/ will not associate with other firm/ entity/ consortium for submitting an Application for the Project “Construction and Operation of School on PPP Mode in DREAM City Limited” under consideration.

Dated this the _____ day of _____ 20
For _____

Accepted

_____ (Signature)

(Name, Title and Address of the Bidder/s) Date : _____

Note: To be executed by the Lead Member in case of a Consortium.