



राजस्थान माध्यमिक शिक्षा परिषद्

डॉ० राधाकृष्णन् शिक्षा संकुल, ब्लॉक-6, जवाहर लाल नेहरू मार्ग,
ओटीएस पुलिया के सामने, जयपुर-302017

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क्रमांक : रामाशिप/जय/PPP in School Education /

दिनांक : 08 / 12 / 2017

Advertisement regarding Suggestions/Comments/Feed Back on Revised Draft PPP Bid Document

After receiving comments/suggestions/feedback, revised Draft Request for Proposals and Concession Agreement in pursuance of "Policy for Public Private Partnership in School Education 2017", issued on September 12, 2017 by Government of Rajasthan, are available on www.rajrmsa.nic.in, www.rajssa.nic.in, www.education.rajasthan.gov.in (url link for Department of Elementary Education & Department of Secondary Education). All interested persons/ parties are invited to visit the above mentioned websites to give further suggestions and feedback by post/by hand/email on mail id pppeduraj@gmail.com up to 14-12-2017 to PPP Cell, Rajasthan Madhyamik Shiksha Prishad, Rajiv Gandhi Bhavan, Shiksha Sankul, JLN Marg, Jaipur. For more details may contact to : 0141-2271507, 2715514

**State Project Director
(Rajasthan Council of Secondary Education)**

REQUEST FOR PROPOSAL (RFP)
FOR
OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY
SCHOOLS OF RAJASTHAN IN JAIPUR CLUSTER ON PUBLIC
PRIVATE PARTNERSHIP (PPP) BASIS

[Ref. No. RCSE/RFP-PPP/2017/
]

Dated

Email Id for Correspondence: finance.rcse@gmail.com, spdrmsaraj@gmail.com

Mode of Submission of RFP	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Entity	Director, Rajasthan Council of Secondary Education, Jaipur (Rajasthan)
Date & Time of Pre-bid meeting	
Last Date & Time of Submission of Proposal ("Proposal Due Date")	
Date & Time of Opening of Technical Proposal	

Cost of Tender Document: Rs.5000/- (Rupees Five Thousand Only)

e-Tender processing fee: Rs. 1,000/- (Rupees One Thousand Only)

Name of the Bidding Entity:	
Contact Person (Authorised Signatory):	
Correspondence Address:	
Mobile No.:	
Telephone No.:	
Fax No.:	
Website:	
E-mail:	

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ABBREVIATIONS & DEFINITIONS

Abbreviation	Definitions
Authorised Signatory	The Bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bidder	<p>The bidders shall mean the following</p> <ul style="list-style-type: none"> (a) Any company within the meaning of Section 25/8 of the Companies Act, 1956/ 2013; (b) A trust registered under the provisions of the Indian Trusts Act, 1882; (c) A society registered under the provisions of the Societies Registration Act, 1860; or (d) A society registered under the provisions of the Rajasthan Societies Registration Act, 1958. <p>The term "Bidder" used under this RFP would apply to both a single entity as well as a Consortium.</p>
BoD	Board of Directors
BoSER	Board of Secondary Education, Rajasthan, Ajmer
BS	Bid Security.
BG	Bank Guarantee
Bidding Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
Concession Agreement	Concession Agreement means the draft Concession Agreement attached with this Bid document, including its recitals, schedules and Annexures and any amendments thereto made in accordance with the provisions of the said Agreement.
Consortium	The term " Consortium " shall mean a group of Bidders, comprising of four (4) entities, coming together to implement the project in accordance with the terms and conditions of the RFP and the Joint Bidding Agreement. Each member of the Consortium shall hold at least 25% equity stake in the Consortium. For the avoidance of any doubt, it is hereby clarified that no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Consortium.
Contract	"The Contract" means a legally enforceable agreement entered into

Abbreviation	Definitions
	between Director, RCSE and the selected bidder(s) with mutual obligations.
Contract/ Project Period	The Contract/ Project Period shall commence from the date of Letter of Award and ending on the last date of the 10 th (tenth) anniversary of Academic Year starting in the year of the signing of the Agreement
Day	“Day” means a calendar day as per GoR
Department	Rajasthan Council of Secondary Education or its substitute as decided by the Government of Rajasthan from time to time.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	“Goods” means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Procuring entity under the Contract.
INR	Indian National Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
Joint Bidding Agreement	The Joint Bidding Agreement, duly executed by the Members of the Consortium, substantially in the form and format as set out in Annexure – 13 of this RFP.
Lead Member	Lead Member of the Consortium For the avoidance of any doubt, it is hereby clarified that the Lead Member shall be that entity who is duly nominated by all other members of the Consortium and has experience of operation and maintenance of minimum 50% of the schools as per point no. 4 of Chapter 3 (Eligibility Criteria).
LoA	Letter of Award
LoI	Letter of Intent
Member	Member of a Consortium. For the avoidance of any doubt, it is hereby clarified that each Member of a Consortium shall hold at least 25% (twenty – five percent) stake in the Consortium at all times and any Member of a Consortium should not be a Member of any other Bidder for the purposes of this RFP.
NIB	Notice Inviting Bid

Abbreviation	Definitions
O&M	Operation and Maintenance
PAN	Permanent Account Number
PC	Procurement Committee
POLICY	'Policy for Public Private Partnership in School Education, 2017' issued by the Government of Rajasthan.
PQ	Pre-Qualification
Project Site	"The Project Site", wherever applicable, means the designated place or places.
PS	Performance Security.
RTPP Act/RTPP Rule	RTPP Act means Rajasthan Transparency in Public Procurement Act, 2012 RTPP Rules means Rajasthan Transparency in Public Procurement Rules, 2013
RCSE	Rajasthan Council of Secondary Education
RFP	Request for Proposal ('RFP/Bidding Document'), an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Limited (formerly RajCOMP)
RSDC	Rajasthan State Data Centre located at Yojana Bhawan, Jaipur. (New SDC)
SLAC	State Level Appraisal Committee
SDC	State Data Centre located at Yojana Bhawan, Jaipur (Old SDC)
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Concession Agreement. A service is the intangible equivalent of an economic good.
Service Provider	Successful Bidder/ Vendor/ Supplier
State Government	Government of Rajasthan.
STQC	Standardization Testing and Quality Certification, Govt. of India
Working Day	A working day is any day except Rajasthan Government Holidays.

**Chapter-1:
NOTICE INVITING PROPOSAL**

Director, Rajasthan Council of Secondary Education ('RCSE') invites Single Stage Two Envelopes unconditional competitive e-bids from the eligible bidders for **"OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN IN JAIPUR CLUSTER ON PUBLIC PRIVATE PARTNERSHIP ('PPP') BASIS"** under the provisions of 'Policy for Public Private Partnership in School Education, 2017' issued by Government of Rajasthan ('GoR'). The proposal shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in. The schedule of dates is as follows :-

Nature of the Project	"OPERATION AND MAINTENANCE OF 300 GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN JAIPUR CLUSTER ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS"
Cost of RFP Document (non-refundable)	Rs.5,000/- (Rupees Five Thousand only)
E-Processing Fee (non-refundable)	Rs.1000/- (Rupees One Thousand only)
Estimated Cost of Project	Total Estimated Project Cost of Rs.30.00 Crore (Rupees Thirty Crore only) per year
Bid Security Amount	Total Bid Security Amount for one Cluster is Rs.60 lakhs, in words Rupees Sixty lakhs only (2% of project cost for one year).
Publishing Date and Time at 0.00 PM
Document Download Start Date & Time at 0.00 PM
Date, Time and Venue of Pre-bid Meeting at PM Office of Director, RCSE, Shiksha Sankul, JLN Marg, Jaipur (Rajasthan)
RFP Submission Start Date & Time at 0.00 PM
RFP Document Download End Date & Time at PM
RFP Submission End Date and Time at PM

Submission of Demand Draft/Banker's Cheque/Bank Guarantee of RFP Document Cost and Processing Fees and Draft/Bankers Cheque/Bank Guarantee for Bid security ¹	From PM on upto PM on
Technical Bid opening Date, Time and Venue at PM Office of Director, RCSE, Shiksha Sankul, JLN Marg, Jaipur (Rajasthan)
Date and Time of Opening of Financial Bids	Will be intimated later to the Technically Qualified Bidders and also put up on the website : http://eproc.rajasthan.gov.in
Website for downloading Tender Document, Corrigendum(s), Addendum(s) etc.	http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in http://rajrsa.nic.in
Bid Validity	90 days from the date of technical bid opening

**Director
RCSE, Jaipur**

¹Demand Draft/Bankers Cheque of RFP Bid Document Cost and Bid Security should be of Scheduled/Nationalized Bank in favour of State Project Director, RCSE, Jaipur payable at Jaipur. For the processing fees, the Demand Draft/Banker Cheque should be of Scheduled Bank drawn in favour of Managing Director, RISL, Jaipur. In case any bidder fails to submit the original Demand Draft/Bankers Cheque of RFP Bid Document Cost & Processing Fees and Draft/Banker Cheque/BG for Bid Security upto PM on the Technical Bid of the bidder shall not be opened. All the documents are to be submitted at e-proc website.

Note : The Procuring Entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all the bids without assigning any reason, at any time prior to Contract award, without thereby incurring any liability to the bidders.

NOTICE INVITING BID (NIB)

Director, RCSE, Jaipur invites Single Stage Two Envelopes unconditional electronic bid (e-bids) proposals from Bidders, who meet the minimum eligibility criteria as specified in this RFP document for "**OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN IN JAIPUR CLUSTER ON PUBLIC PRIVATE PARTNERSHIP ('PPP') BASIS**" as detailed in the RFP document. The proposal shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in ('eproc website')

1. The complete bidding/proposal document has been published on the website <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> and <http://rajrmsa.nic.in> for the purpose of downloading.
2. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before must register again).
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA ('Controller of Certifying Authorities') approved certifying agency, i.e. TCS, safe-crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate ('DSC') need not procure a new DSC.
4. A single-stage two envelopes selection procedure shall be adopted.
5. Bidder (or its authorized signatory) shall submit their offer online in electronic format both for technical and financial proposal. However, Demand Draft ('DD') for Tender Fee, RISL Processing Fee and Bid Security should be submitted physically at the office of Procuring entity as prescribed in NIB and scanned copies of same should also be uploaded along with the technical bid envelope(s).
6. Department will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
7. Bidders are also advised to refer "Bidder Manual Kit" available at e-proc website for further details about the e-tendering process.
8. Training for the bidders on the usages of e-Tendering System (e-procurement) is also being arranged by RajCOMP Info Services Ltd. ('RISL') on regular basis. Bidders interested for training may contact e-procurement cell, RISL for booking the training slot-
e-mail : eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
9. Please note that a pre-bid meeting of prospective Bidders, who have purchased the bidding document, is scheduled as per the details specified in NIB above. The

objective of this meeting is to address the queries of the prospective Bidders related to the Project/Bidding Document.

10. No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).
11. Department disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the Bidders to prepare a logical bid-proposal.
12. The RCSE may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the RCSE is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the Project and the RCSE reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Director
RCSE, Jaipur

Chapter – 2: Scope of Work

1. Background

- 1.1 The Government of Rajasthan ('GoR') is deeply committed to improving education quality for all in the State of Rajasthan. Since students from poorer sections of society are mostly dependent on government schools for education, the primary focus of GoR is on improving the quality of government schools.
- 1.2 Several major initiatives are being taken to improve government schools and in addition to these efforts, to strengthen the government-school system in Rajasthan, GoR also aims to leverage the management expertise of the private sector to improve the operations of government schools in a Public Private Partnership ('PPP') framework as per the "Policy for Public Private Partnership in School Education, 2017 ('Policy').
- 1.3 The aim is to create PPP schools that combine the better management, accountability, and flexibility for innovation offered by private school operators, with public funding and regulation to ensure universal, free, and non-discriminatory access to all students.
- 1.4 This programme will be carefully evaluated by independent agency. This will also be seen by the extent of demand for these schools, and provide a source of democratic feedback on the performance of the PPP model.

2. Proposal and Objective

- 2.1 The Department of School Education, Government of Rajasthan has decided to include 300 existing Government Schools in the first phase of the programme implementation. Urban schools (except District and Divisional headquarters) and rural schools other than Adarsh schools will be considered for inclusion in ratio of 25:75.
- 2.2 The PPP school shall grant admission to students without any screening process. All students enrolled at the time of handing over to PPP partner (i.e. successful bidder) shall continue to remain enrolled therein.
- 2.3 New admissions shall be granted in the following manner:
 - 2.3.1 All students in the revenue village of the PPP school, have to be given admission in the PPP school notwithstanding the prescribed maximum permitted capacity.
 - 2.3.2 If there are vacancies thereafter, a lottery shall be held to admit students of that Gram Panchayat.
 - 2.3.3 If there are still more vacancies then remaining bidders will be admitted on the basis of another lottery.
- 2.4 The PPP Partners will have operational autonomy on all aspects of running the PPP school, but will have to transparently disclose these to parents and the government.

- 2.5 Government will sponsor all enrolled students to the extent of maximum permitted capacity. In case the number of students exceeds the prescribed maximum capacity on account of point numbers 2.3.2 and 2.3.3, the maximum capacity of that school shall be deemed to be extended to that extent.
- 2.6 Per Student expenditure to be reimbursed to PPP partner in first year of operation will be determined through transparent bidding process as per provisions of Rajasthan Transparency in Public Procurement Act, 2012 ('RTPP Act') subject to the condition that it will not exceed average per student expenditure incurred on salaries by Department of Secondary Education in the year 2016-17.
- 2.7 Additional reimbursement of the cost, incurred on investment of additional infrastructure by PPP partner shall be reimbursed upon completion of work (after receiving completion/utilization certificate of claimed amount from Head, Technical Wing, RCSE, Jaipur). This reimbursement will be done after assessment by independent agency appointed by RCSE over a period of seven years in equated annual installments in the following manner:-
- 2.7.1 On investment of Rs. 75.00 lakhs or more on infrastructure, a fixed amount of Rs. 16.00 lakhs per year will be reimbursed upto 7 years from the year of completion of work.
- 2.7.2 In case the investment is less than Rs. 75.00 lakhs the reimbursement amount will reduce proportionately.
- 2.8 School Management & Development Committee/School Management Committee (SMDC/SMC) will continue to function in PPP school as in other government schools. However, government will fix upper ceiling on development charges/ students funds from time to time. The final decision on utilization of school/development funds will lie with SMDC/SMC only.
- 2.9 In case of a sole Bidder for any given cluster, the decision of State Level Empowered Committee ('SLEC') will be considered final.
- 2.10 The PPP Partner will be required to maintain prescribed standards of performance. In case, PPP Partner fails to maintain prescribed minimum standard of performance, penalty will be imposed as per provisions of Concession Agreement.

Chapter – 3 : ELIGIBILITY CRITERIA

Basic pre-qualification criteria for the Bidder for participation in the bid process are as under:

S. No	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	.The Bidder has to be a single legal entity. The Bidder should be a 'not for profit' company/trust/society registered/incorporated in India under the provision of Companies Act, 1956/2013/The Indian Trusts Act, 1882/The Society Registration Act, 1860/Rajasthan Societies Registration Act 1958 or a consortium of any of the above..	<p>1. In case of a company: -</p> <p>(i) Certified copy of the Certificate of Incorporation issued by the Registrar of Companies ('RoC');</p> <p>(ii) the Memorandum & Articles of Association of the company;</p> <p>2. Certificate/license issued by the Regional Director/RoC under section 25/8 of the Companies Act, 1956/2013In case of registered society: - Certificate of Registration of the society.</p> <p>3. In case of a Trust: - Certified copy of the Trust Deed.</p> <p>4. In case of Consortium:- In addition to the abovementioned documents for each of the Members of the Consortium, a certified true copy of the Joint Bidding Agreement, duly executed by the Members of the Consortium and certified by the Authorized Signatory of the Bidder.</p>
2.	Turnover from Related	In order to calculate the turnover of related operations for qualifying for	Audited Balance Sheets, Profit and Loss Account of

S. No	Basic Requirement	Specific Requirement	Documents Required
	Operations	<p>one Cluster the bidder should have minimum gross average annual turnover of Rupees three crores (Rs.3.00 crores) during the last two (2) Financial Years (FY) taken together (2015-16 to 2016-17). For every additional cluster being up for bid, additional gross average annual turnover of Rupees Three crores (Rs. 3.00 crores) in last two years will be required.</p> <p>In case of Consortium, Cumulative Turnover of related operations of the Members of the Consortium shall be taken while calculating minimum gross average annual turnover.</p> <p>Note: The Procuring Entity is issuing one RFP for one Cluster. Thus total 9 RFPs are being issued for 9 Clusters. In view of the above, the bidder should calculate his eligibility and participate accordingly.</p>	last two years alongwith Chartered Accountant's (CA) Certificate with his Registration Number and Seal.
4.	Experience of Operation and Maintenance of Schools	A Bidder (in case of single entity)/ Lead Member (in case of Consortium), or its "Associate" having experience of at least 2 (two) years of running school(s) recognized by the competent authority or affiliated with any Central or State Board of Secondary Education or recognized by competent authority/ affiliated with any Government approved Board in case of experience of countries outside India would be eligible for award of 5 (five) schools against each	1. Experience of Operation and Maintenance of Schools/Recognition Certificate of the Competent Authority/ Affiliation certificate issued by concerned affiliating Central or State Board of Secondary Education or competent Authority in the location of the School for schools run outside India. (As mentioned in Annexure - 3). In case of

S. No	Basic Requirement	Specific Requirement	Documents Required
		<p>such existing school. This will be calculated according to the number of schools in each Cluster, as Cluster is the unit of bidding.</p> <p>Notes:</p> <p>1.</p> <p>3.The Procuring Entity is issuing one RFP for one Cluster. Thus total 9 RFPs are being issued for 9 Clusters. In view of the above, the bidder should calculate his eligibility and participate accordingly.)</p>	<p>experience of countries outside India, such recognition/affiliation certificate must be duly verified by the Indian High Commission of the respective country.</p> <p>3. In case the experience of the Associate(s) is added for calculating experience of the Bidder then , the Bidder shall submit a Joint undertaking (By the bidder and assoicates on a Non-Judicial Stamp) in the form as specified in Annexure- shall be submitted alongwith the true copy of following documents as applicable:</p> <ul style="list-style-type: none"> - In case of Society, the Memorandum of the Association of the Society and the list of the members of the Society. - In case of Trust, the copy of the Trust Deed and thelist of the Board of Trustees - In case of company, a copy of sthe Memorandum of Understanding and the Memorandum of Association

S. No	Basic Requirement	Specific Requirement	Documents Required
5.	Bidder's Self Declaration (Mandatory Undertaking)	<p>1. The bidder should: -</p> <p>a) Not be 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 must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>b) Not have their Directors and officers 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 process, or not have been otherwise disqualified pursuant to debarment proceedings.</p> <p>c) Not have a Conflict of Interest in the procurement in question as specified in this RFP.</p> <p>d) Comply with the code of integrity as specified in this RFP.</p> <p>2. An entity is not eligible to participate in this project while any sanction is issued to the entity by Education Department, GoR. Similarly, at the time of bidding, the Legal Entity is black-listed/debarred from participating in any procurement process undertaken by: -</p> <p>a) Any Procuring Entity, if debarred by the Central or any State Government.</p> <p>b) Procuring Entity if debarred by such</p>	A self-declaration on Bidders letter head as per (Annexure-6)

S. No	Basic Requirement	Specific Requirement	Documents Required
		<p>procuring entity.</p> <p>A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, RCSE shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, <i>inter alia</i>, the time, cost and efforts of RCSE, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to RCSE under the RFP and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:</p> <p>(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common members of the managing committee/ controlling shareholders or other ownership / management control.</p> <p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p>	

S. No	Basic Requirement	Specific Requirement	Documents Required
		<p>(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or</p> <p>(iv) such Bidder has the same POA Holder for purposes of this Bid as any other Bidder; or</p> <p>(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or</p> <p>(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p> <p><i>Explanation:</i> In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the</p>	

S. No	Basic Requirement	Specific Requirement	Documents Required
		<p>“Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the common members of the managing committee/ controlling shareholders or other ownership / management control</p>	
6.	POA	<p>The Power of Attorney executed by the Bidder / Lead Member (as may be applicable) in favour of person(s) authorized to sign the Bid Document and / or any other documents as per the terms and conditions of the RFP, substantially in the form and format as set out in Annexure –5 hereto.</p> <p>In case of a Consortium, the Power of Attorney executed by the Members of the Consortium in favour of the Lead Member to sign the Bid Document and / or any other documents as per the terms and conditions of the RFP, substantially in the form and format as set out in Annexure – 12 hereto.</p>	To be stamped and notarized as per the requirements of applicable laws.

CHAPTER 4: INSTRUCTIONS TO BIDDERS ('ITB') AND BIDDING PROCESS

1 Sale of RFP Bid Document-

The complete RFP ('Bid document') would be available on the websites for the period as specified in the NIB. The prospective bidders are permitted to download the document from any of the specified websites but must pay the cost of Bid document while submitting the e-bids. The RCSE ('Procuring Entity') is not responsible for the completeness of the Bid Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.

2 Change in Ownership

Notwithstanding anything contained in this RFP, in case of the Bidder being a Consortium, it shall ensure compliance with each of the following requirements and shall not do any act, deed, matter or deed in contravention of the following requirements, without the prior written consent of the RCSE:

- A. There shall be no change in the composition of the Consortium, post the Proposal Due Date;
- B. The Lead Member shall continue to hold at least 25% (twenty five percent) stake in the Consortium at all times; and

In case of any contravention by the Bidder of the requirements of this Clause of the RFP, RCSE 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 RCSE under the RFP and/ or the Concession Agreement or otherwise.

3 Bidders

Bids may be submitted as per the terms and conditions of this RFP, either by single entity or by a Consortium. In case the Bidder is a Consortium, it shall, comply with the following requirements:

- A. Number of members in a consortium shall not exceed 4 (four);
- B. The bid being submitted should contain the information required for each Member of the Consortium;
- C. Members of the Consortium shall nominate one Member as the Lead Member, who shall continue to hold at least 25% (twenty five percent) stake

in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure – 12, signed by all the other members of the Consortium;

- D. The bid should include a brief description of the duties, powers, roles and responsibilities of individual Members, particularly with reference to financial, technical and maintenance obligations;
- E. An individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a Member of a particular Bidder Consortium cannot be Member of any other Bidder Consortium applying for bid;
- F. The Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure – 13 (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the bid, shall, *inter alia*:
 - (i) clearly outline the proposed roles and responsibilities, if any, of each Member;
 - (ii) commit the minimum equity stake to be held by each Member;
 - (iii) commit that each of the Members shall, continue to hold at least 25% (twenty – five percent) stake in the Consortium;
 - (iv) commit that the Lead Member shall, continue to hold at least 25% (twenty five percent) stake in the Consortium;
 - (v) lead member holds experience of operation and maintenance of minimum 50% of the schools as per Point No. 4 of the Chapter 3.
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the selected Bidder under the terms and conditions of this RFP; and
 - (vii) clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Project, if awarded to the Consortium;
 - (viii) Delineation of duties/responsibilities and scope of work to be undertaken by each Member along with resources committed by each Member of the Consortium for the proposed services;

- G. except as provided under this RFP and the Concession Agreement, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of RCSE.

4 Clarification of Bidding Document and Pre-Bid Meeting-

- 2.1 The Bidder shall be deemed to have carefully examined the conditions related to Operation and Maintenance (O & M) of PPP Schools. If any Bidder has any doubts as to the meaning of any portion of the conditions, it shall, submit applications for clarifications in the specified format as per Annexure-4 to the Procuring Entity in the Pre-bid meeting. The Procuring Entity may at its sole discretion respond to any request for clarification in the pre-bid meeting and upload the clarifications on the concerned websites. If there are further queries at the time of pre-bid meeting, queries can be addressed in writing through email to pppeduraj@gmail.com, finance.rcse@gmail.com and spdrmsaraj@gmail.com latest by 6.00 PM on next working day. The procuring entity will respond to these queries and placed them on the concerned websites.
- 2.2 The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
- 2.3 Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the pre-bid meeting.
- 2.4 At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo-moto, may also amend the Bidding Document if required by issuing an addenda which will form integral part of the Bidding Document. The Bidders are advised to visit the aforementioned website on regular basis for checking necessary updates.
- 2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 2.6 The Procuring Entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- 2.7 The representatives of the Bidder (maximum two participants/ representative from each bidder) who attend the pre – bid meeting are required to carry with them power of attorney / authorization letter / resolution of the board of directors, duly authorizing such representatives to attend the pre – bid meeting and raise the queries of the Bidder.

5 Amendment of Bidding Document-

- 3.1 Any addendum issued shall form integral part of the Bidding Document and shall be uploaded on the websites of State Public Procurement Portal, e-

Procurement Portal and the Procuring Entity's portal for prospective bidders to download.

- 3.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the websites of State Public Procurement Portal, e-Procurement Portal and Procuring Entity's portal.

6 Documents comprising the Bid

- 4.1 A Single stage-Two Envelopes system shall be followed for the bid:

i) Technical Bid (ii) Financial Bid

- 4.2 Technical Bid shall include the following documents:

S.No.	Document Type	Document Format
1	Covering Letter – Technical Bid	Scanned copy of Bidder's letter head duly signed by authorized signatory
Fee Details		
1	RFP bid document cost	Scanned copy of Fee Receipt / DD/Banker's Cheque.
2	Processing Fee	Scanned copy of DD/ Banker's Cheque.
3	Bid Security	Scanned copy of DD/ Banker's Cheque/ Bank Guarantee ('BG').
Pre Qualification Document		
1	Technical Bid Submission Form	as per Annexure-3
2	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Authorised Signatory can sign the bid/ Contract on behalf of the Bidder organization	as per Annexure-5
3	Bidder's Self-Declaration – Mandatory Undertaking	as per Annexure-6
4	Joint Bidding Agreement	Duly signed by all the Members of the Consortium.
5	All the documents mentioned in the "Eligibility Criteria", in support of the Eligibility	As per the documents mentioned against the respective eligibility criteria clause

6.	Joint Undertaking by the Bidder and its Associate(s)	Duly signed by the Authorised Signatory of Bidder and its Associate(s) on a Non-Judicial Stamp.
Technical Documents		
1	Affiliation certificate issued by Central or State Board of Secondary Education or recognized by competent authority/affiliated with any Government approved Board in case of experience of countries outside India	as per Annexure-3
2	Financial Bid Submission Sheet	On Bidder's letter head duly signed by authorized signatory as per Annexure-7
Please note the Financial Bid undertaking needs to be submitted along with the Technical Bid. <i>Financial bid needs to be submitted only on e-procurement website as per the Bill of Quantities ('BoQ') template.</i>		

4.3 Financial Bid shall include the following documents:

1	Financial Bid	<i>As per Annexure-8(As per BoQ (.XLS) format available on e-Procurement portal)</i>
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4.4 The Bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the bid proposal submitted by the Bidder.

4.5 Hence, Bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

5. **Cost of Preparation and Submission of RFP Document :**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. **Language of Bid:**

The e-Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English language. Supporting documents and printed literature that are part of the Bid may

be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7. Financial Bid :

- 7.1 The financial bid must be specified in the BoQfile available at e-proc and without changing its form and type.
- 7.2 Amount quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The amount quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Revision in taxes/duties shall be on account of the Bidder. In case any new tax is levied by the Government the same shall be paid by the department to the Bidder from the imposition of such tax.
- 7.3 The amount shall be quoted by the Bidder entirely in Indian National Rupees (INR). All payments shall be made in Indian National Rupees (INR) only.
- 7.4 The amount shall be written both in figures and words, as applicable.
- 7.5 The amount quoted must be for the Cluster applied for and each Cluster will have multiple schools in multiple locations across multiple Districts in rural and urban areas and Procuring Entity will not pay any cartage or transportation charges.
- 7.6 The amount quoted by the Bidder shall be fixed as the Per Student Expenditure Support amount in the first year of operation (i.e., 1st April 2018 to 31st March 2019), subject to the condition that it shall not exceed Rs. 24,705/- (average per student expenditure incurred on salaries by Secondary Education Department in the year 2016-2017). Thereafter, the Per Student Expenditure Support amount will be escalated every year based on increase in Consumer Price Index ('CPI') of the preceding financial year (i.e., from 1st April 2017 to 31st March 2018). For example, Per Student Expenditure Support for the year 2019-2020 (1st April 2019 to 31st March 2020) will be calculated by escalating Per Student Expenditure support for the year 2018 – 2019 by % increase in CPI from April 2018 to March 2019. The procedure for calculating Escalation Factor is given at **Annexure 1**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

8. Period of Validity of Bids:

- 8.1 Bids shall remain valid for the period as specified in Bidding Document, after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive bid.
- 8.2 In exceptional circumstances, prior to the expiration of the bid validity period, the

Procuring Entity may request Bidders to extend the period of validity of their Bids. The requests and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

9. Bid Security:

- 9.1 Unless otherwise specified in this Bid Document, the Bidders shall furnish as part of its Bid, Bid Security in original form and in the amount and currency as specified in this RFP Document.
- 9.2 The Bid Security shall be given in the form of Bank Demand Draft/ Banker's Cheque/ Bank Guarantee of a Scheduled /Nationalized Bank of India.
- 9.3 Any Bid not accompanied by Bid Security, shall be liable to be rejected.
- 9.4 Bid Security of a Bidder lying with the Procuring Entity in respect to other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
- 9.5 The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
- 9.6 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract and submitting Performance Security by successful Bidder.
- 9.7 The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:
 - 9.7.1 when the Bidder withdraws or modifies his Bid after opening of Bids; or
 - 9.7.2 when the Bidder does not execute the Concession Agreement in accordance with terms & conditions laid down in this RFP Bidding document within the specified time after issue of Letter of Award ('LoA'); or
 - 9.7.3 when the Bidder fails to commence operations of schools within the time specified in the Concession Agreement; or
 - 9.7.4 when the Bidder does not deposit the Performance Security in the specified time period after the Letter of Award is issued;
 - 9.7.5 if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders as specified in the RTPP Act, Chapter VI of the Rajasthan Transparency in Public Procurement Rules, 2013('RTPP Rules'); or
 - 9.7.6 If the Bidder does not accept the correction of its quoted amount i.e. Per Student Expenditure Support cost, as per clause 17 of this RFP document.

9.8 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded, provided that the successful Bidder has furnished the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

10. Deadline for the submission of Bids:

Bids shall be submitted electronically on the website <http://eproc.rajasthan.gov.in> upto the time and date specified in the NIB or an extension issued thereof.

11. Format and Signing of Bid:

11.1 The Bid Forms/Templates/Annexures etc., wherever applicable, shall be typed or written in indelible ink and shall be signed digitally by person duly authorized to sign. The Bid Forms/Templates/Annexures etc., wherever applicable, should be uploaded on the eproc website in respective file format. As token of acceptance of all the terms and conditions of the Bidding Document, This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution, in case of a company/POA.

11.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.

11.3 The bid should be duly signed (digitally) by authorised signatory.

11.4 Bidders must submit their bids online at e-proc portal. Bids received by any other means shall not be accepted.

11.5 If bids are not submitted as per the details mentioned in this Bidding Document and e-proc website, the Procuring Entity shall reject the bid.

12. Withdrawal, Substitution and Modification of Bids:

12.1 A Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted, only on the eproc.rajasthan.gov.in website. Notice, digitally signed by the Bidder or its authorized representative, shall include a copy of the authorization in accordance with ITB Sub-Clause- 11 'Format and Signing of Bid'. The corresponding withdrawal, substitution or modification of the Bid must be as per the provisions available on e-proc website only.

12.2 No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Sub- Clause- 8 'Period of Validity of Bids' or any extension thereof.

12.3 Instructions/ procedure are mentioned at e-proc website under the section "Bidder's Manual Kit".

13. Bid Opening:

- 13.1 The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- 13.2 The Procuring Entity shall conduct the bid opening at the address, date and time specified in the Bidding Document.
- 13.3 All the bids received up to the specified time and date shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of Bidders or their authorized representatives who may choose to be present. Alternatively, the Bidders may also view the bid opening status/ process online at e-Proc website.
- 13.4 All the documents comprising of Technical Bid/ Envelop shall be opened & downloaded from the e-proc website (only for the Bidder's who have submitted the prescribed fee(s)).
- 13.5 All the Technical Bids/ Envelop shall be opened one at a time, and the following heads will be read out and recorded: the name of the BIDDER; the presence of the RISL Processing Fee, Tender Fee, Bid Security and any other details as the Procuring Entity may consider appropriate. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, Processing Fee or user charges (in case of e-procurement) and Bid Security.
- 13.6 The Procuring Entity shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of Processing Fee, Cost of Bid Document, and Bid Security. The Bidders' representatives who are present shall be required to sign the attendance sheet.
- 13.7 The Financial Bid will remain unopened and will be opened later on the date and time intimated to the Bidders who qualify in the evaluation of Technical Bids. The date, time, and location of the opening of Financial Bids will be advised by the Procuring Entity only on the e-proc website. Bidders are advised to check the e-proc website regularly.
- 13.8 The designated Procurement Committee/ Bid Opening Committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids Opening Committee with date and time of opening of the Bids.
- 13.9 The designated Procurement Committee/ Bid Opening Committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of

the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Documents, Processing Fee or User Charges and Bid Security. The Bidders or their representatives, who are present, shall sign the record of opening. The omission of a signature of Bidder's representative on the record of opening shall not invalidate the contents and effect of the record of opening. The members of the designated Procurement Committee/ Bids Opening Committee shall also sign the record of opening with date.

14. Guiding Principles for Evaluation of Bids:

14.1 The Procuring Entity shall strictly apply only the evaluation and qualification criteria specified in the Bidding Document.

14.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications and proposed solution submitted by the Bidder.

14.3 A Bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP Document in accordance with the terms hereof.

14.4 Deviations, Reservations, or Omissions in Technical or Financial Bids: A responsive bid would be the one that meets the requirements of the Bidding Document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:

14.4.1 "Deviation" is a departure from the requirements specified in the Bidding Document;

14.4.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

14.4.3 "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

14.5 Responsiveness of Technical or Financial Bids:

14.5.1 The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in documents comprising the Bid.

14.5.2 A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the RFP Document. A material deviation, reservation, or omission is one that,

i) **if accepted**, would:

(a) affect in any substantial way the scope, quality, or

performance of the Services specified in the Bidding Document; or

(b) limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or

ii) **If rectified**, would unfairly affect the competitive position of other bidders presenting responsive bids.

14.5.3 The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of this RFP Document have been met without any material deviation or reservation.

14.5.4 If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

15. Evaluation of Technical Bids:

15.1 The technical evaluation shall be completed by the designated Procurement Committee/ Bids Opening Committee as early as possible after opening of Technical Bids. It shall examine the technical bid including the pre-qualification documents as mentioned in this Bidding Document.

15.2 Examination of Terms and Conditions of the Technical Bids:

15.2.1 The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Document have been accepted by the Bidder without any material deviation or reservation.

15.2.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with 'Documents Comprising the Bid', to confirm that all requirements specified in this document and all amendments or changes requested by the Procuring Entity in accordance with 'Amendment of Bidding Document', have been met without any material deviation or reservation.

15.3 Technical Evaluation Criteria – Bid shall be evaluated technically based on the documents submitted by the Bidder as asked in the ITB Sub-Clause 4 “Documents comprising the Bid”

15.4 The eligible Bidders whose Bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification”, and shall be informed, either in writing or by uploading the details on the e-proc websites mentioned in the Bidding Document, about the date, time and place of opening of their Financial Bids.

15.5 The Procuring Entity shall notify Bidders on related websites whose Technical Bids

have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document.

- 15.6 The Legal Entity which could not qualify in technical evaluation will be informed about this fact. Their Financial Bid will not be opened and Bid Security will be refunded after completion of the bid process i.e. award of the contract to the successful Bidder.

16. Evaluation of Financial Bids:

- 16.1 The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
- 16.2 To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Bidding Document. No other criteria or methodology shall be permitted.
- 16.3 To evaluate a Financial Bid, the Procuring Entity shall consider the discount %age quoted in the Financial Proposal;
- 16.4 Average Per Student Expenditure incurred on salaries by Secondary Education Department in the year 2016-2017 is Rs. 24,705/-. The Bidder who offers maximum discount %age on the average Per Student Expenditure cited above shall be the L-1.
- 16.5 Where a Bidder has participated in more than 1 Cluster and after evaluation of technical bid of such Bidder, if the Bidder is qualified in more than 1 Cluster, then the Bidder's eligibility for each Cluster shall be checked again as per the eligibility criteria specified in Chapter 3 of the RFP. If it is found that the Bidder is eligible for less Clusters than the Clusters in which Bidder is technically qualified, the Bidder will be given an opportunity to choose the Clusters for which the Bidder wants its financial bid to be opened. For the remaining Clusters, the Procuring Entity will not open the financial bids of such Bidder.
- 16.6 Where a Bidder refuses to make a choice as per Clause 16.5, and after opening of financial bids, the Bidder is found to be L1 in more Clusters than what the Bidder is eligible for, then The Procuring Entity shall decide which of the Clusters shall be awarded to such Bidder and which Clusters shall be rejected and the Bid Security of the Bidder shall be forfeited for the rejected Clusters

17. Clarification of Technical or Financial Bids:

- 17.1 To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the designated Procurement Committee/ Bid Evaluation Committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be through the e-Proc website.

- 17.2 Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the designated Procurement Committee/ Bid Evaluation Committee shall not be considered.
- 17.3 No change in the amount quoted in the Financial Bid or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the designated Procurement Committee/ Bid Evaluation Committee in the evaluation of the Financial Bids.
- 17.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

18. Correction of Arithmetical Errors in Financial Bid:

Provided that the bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:-

- 18.1 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 18.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

19. Preliminary Examination of Technical or Financial Bids:

- 19.1 The Procuring Entity/ designated Procurement Committee shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 4 'Documents Comprising the Bid' have been provided, and to determine the completeness of each document submitted.
- 19.2 The Procuring Entity/ designated Procurement Committee shall confirm, after the opening of the Technical or Financial Bid the following documents and information have been provided :
- 19.2.1 Bid is digitally signed, as per the requirements listed in the Bidding Document;
- 19.2.2 Bid is valid for the period, specified in the Bidding Document;
- 19.2.3 Bid is accompanied by Bid Security or Bid securing declaration;
- 19.2.4 Bid is unconditional and the Bidder has agreed to give the required Performance Security; and
- 19.2.5 Financial Bids are in accordance with Bidding Document;
- 19.2.6 Written confirmation of authorization to commit the Bidder;
- 19.2.7 Declaration by the Bidder;

19.2.8 Other conditions, as specified in the Bidding Document are fulfilled.

20. Comparison of bids:

The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated bid in accordance with the evaluation criteria given in this RFP Bid Document.

21. Negotiations:

- 21.1 To the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- 21.2 Negotiations may, however, be undertaken only with the lowest bidder when ring has been formed by the Bidders for the subject matter of procurement;
- 21.3 The designated Procurement Committee/ Bid Evaluation Committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 21.4 The lowest Bidder shall be informed about negotiations in writing through e-mail. A minimum time of seven (7) days shall be given for calling negotiations. In case of urgency the designated Procurement Committee/ Bid Evaluation Committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
- 21.5 Negotiations shall not make the original offer made by the Bidder inoperative. The designated Procurement Committee/ Bid Evaluation Committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 21.6 In case of non-satisfactory achievement of rates from lowest Bidder, designated Procurement Committee/ the Bid Evaluation Committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and supply order be awarded to the Bidder who accepts the counter-offer.
- 21.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

22. Disqualification:

Procuring Entity 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:

- 22.1 Has not submitted the Bid in accordance with the Bidding Document.

- 22.2 Has submitted Bid without submitting the prescribed Cost of Bid Document, RISL Processing Fee, Bid Security or the Bidder's authorization certificate/ Power of Attorney.
- 22.3 Has imposed other conditions in his Bid.
- 22.4 During validity of the Bid or its extended period, if any, increases his quoted Bid Amount.
- 22.5 Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 22.6 Has failed to provide clarifications related thereto, when sought.
- 22.7 Has submitted more than one Bid. This will cause disqualification of all bids submitted by such Bidders including forfeiture of the Bid Security.
- 22.8 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.

23. Acceptance of the successful bid and award of contract:

- 23.1 The Procuring Entity after considering the recommendations of the designated Procurement Committee/ Bid Evaluation Committee and the conditions of Bid, if any, financial implicationsetc., shall accept or reject the successful Bid.
- 23.2 As soon as the Bid is accepted by the Procuring Entity, its written intimation in the form of a Letter of Intent ('Lol') will be sent to the concerned Bidder by registered post or email and asked to execute a ConcessionAgreement in the format given in the Bidding Documents on a non-judicial stamp of requisite value and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within 15 days from the date of on which Lol is dispatched to the Bidder.
- 23.3 Before award of the Contract, the Procuring Entity shall ensure that the amount quoted in the Financial Bid of the successful Bidder is reasonable and consistent with the required quality.
- 23.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 23.5 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria, and if the Bidder has been determined to be qualified to perform the Contract satisfactorily.
- 23.6 Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
- 23.7 The acceptance of an offer is complete as soon as the Lol is posted and/ or sent by

email to the address of the successful Bidder as given in its Bid.

24. Confidentiality:

- 24.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 24.2 Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act / Rules.
- 24.3 Notwithstanding above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
- 24.4 In addition to the restrictions specified the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
- 24.5 Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of RTPP Act/Rules, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of RTPP Act/Rules.

25. Procuring Entity's Right to accept any Bid, and to reject any or all of the Bids:

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reasons therefor and without thereby incurring any liability to the Bidders.

26. Signing of Concession Agreement:

- 26.1 In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an Agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of fifteen days from the date on which the LOAs are dispatched to the Bidder. Until a formal contract is executed, LOA shall constitute a binding Contract.

- 26.2 If the Bidder, whose Bid has been accepted, fails to sign a written Concession Agreement or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.
- 26.3 The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained.

27. Performance Security (PS):

- 27.1 Performance Security shall be solicited from all successful Bidders.
- 27.2 The amount of Performance Security shall be five percent (5%) of the project cost calculated as given below:-
Project Cost = Per Student Annual Expenditure Support amount quoted by the Bidder in BoQ for awarded cluster x total number of schools in the awarded cluster x 200.
- 27.3 The currency of Performance Security shall be Indian National Rupees (INR).
- 27.4 Performance Security shall be furnished in one of the following forms.
- 27.4.1 Bank Draft/Banker's Cheque/Bank Guarantee of a Scheduled/Nationalized Bank in India drawn in favor of State Project Director, RCSE. It shall be verified from the issuing bank with the banks undertaking of making the payment to the Procuring Entity without the consent of the Bidder.
The validity of the Bank Guarantee shall be for six (6) months beyond the stipulated time of completion of the entire Concession Agreement. The validity of the Bank Guarantee would be extended for the required period on request by the Procuring Entity. or
- 27.4.2 Fixed Deposit Receipt(FDR) of a Scheduled/Nationalized Bank drawn in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand of the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 27.5 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute

sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to then next lowest evaluated Bidder at the rate so the lowest bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

27.6 Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases.

27.6.1 when the Bidder does not execute the Contract in accordance with Clause 'Signing of Concession Agreement' within the specified time period; after issue of LoA; or

27.6.2 when the Bidder fails to commence the Services as per LoA/ Concession Agreement within the time specified; or

27.6.3 when Bidder fails to commence or complete the services satisfactorily within the time specified; or

27.6.4 when any terms and conditions of the Concession Agreement is breached; or

27.6.5 if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the RTPP Act/Rules.

27.7 Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

28. Reservation of Rights:

To take care of unexpected circumstances, Procuring Entity reserves the rights for the following:

28.1 Extend the closing date for submission of the Bid proposals.

28.2 Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites as mentioned in NIB.

28.3 Allow a Bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of Financial Bids.

28.4 Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of Bid proposals.

28.5 Seek the advice of external consultants to assist Procuring Entity in the evaluation or review of proposals.

28.6 Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its proposal.

28.7 Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any Copyright or other Intellectual Property Right that may subsist in the proposal.

29. Monitoring of Concession Agreement:

- 29.1 An officer or a committee of officers named Contract Monitoring Committee (State Level Appraisal Committee- 'SLAC') may be nominated by Procuring Entity to monitor the progress of the Contract during its delivery period.
- 29.2 If any delay in delivery of services is observed a performance notice would be given to the selected Bidder to speed up the delivery.
- 29.3 Any change in the constitution of the firm, etc. shall be notified forth with by the selected Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the Bidder entity, etc., from any liability under the Concession Agreement.
- 29.4 No new member/ members shall be accepted in the Bidder entity by the selected Bidder in respect of the Concession Agreement unless he/ they agree to abide by all its terms, conditions and deposits with the Procuring Entity through a written agreement to this effect.
- 29.5 The Bidder's receipt for acknowledgement or that of any its directors/authorized representatives subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Concession Agreement.
- 29.6 The selected Bidder shall not assign or sub-let his Concession Agreement or any substantial part thereof to any other agency without the permission of Procuring Entity.
- 29.7 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

30. Code of Integrity:

Any person participating in the procurement process shall-

- 30.1 not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- 30.2 not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 30.3 not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- 30.4 not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 30.5 not indulge in any coercion including impairing or harming or threatening to do the

same, directly or indirectly, to any party or to its property to influence the procurement process;

30.6 not obstruct any investigation or audit of a procurement process;

30.7 disclose conflict of interest, if any; and

30.8 Disclose any previous transgressions with any Entity in India or any other country during the last three (3) years or any debarment by any other Procuring Entity.

31. Grievance handling during procurement process-

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the RFP Bid Document as given in **Annexure-5** to these ITB.

ANNEXURE -1
PROCEDURE FOR CALCULATING ESCALATION FACTOR

Per Student Expenditure Support for each financial year shall be revised annually on the basis of the increase in CPI of the preceding financial year. This shall be calculated using the following formula:-

$$S(n) = S(n-1) + S(n-1) \times \frac{[\text{CPI of April of } n\text{th year} - \text{CPI of April of } (n-1)\text{th year}]}{\text{CPI of April of } (n-1)\text{th year}}$$

Where

S(n): Per Student Annual Expenditure Support for nth financial year of the Concession Period (in Rupees).

S(n-1): Per Student Annual Expenditure Support for (n-1)th financial year (in Rupees).

ANNEXURE- 2
TENTATIVE LIST OF SCHOOLS

ANNEXURE-3:
TECHNICAL BID SUBMISSION FORM/EXPERIENCE CERTIFICATE/AFFILIATION
CERTIFICATE

{To be filled by the Bidder}

i. Addressed to:

a.	Name of the procuring Entity	Director, Rajasthan Council of Secondary Education, Jaipur	
b.	Address	As mentioned in _____	
c.	Telephone	As mentioned in _____	
d.	Telephone/Fax	As mentioned in _____	
e.	e-Mail	As mentioned in _____ (clearly mention the NIT no. in the subject of the mail)	

ii. NIB Reference No.: Dated _____

iii. Other related details: - (in case of Consortium, the details of each Member of the Consortium have to be separately provided to RCSE)

1.	Name of Tenderer/Bidder	
2.	Name & Designation of Authorized Signatory	
3.	Registered Office Address	
	Telephone Nos. / Mobile	
	Fax:	
	Email:	
	Website:	
4.	Rajasthan Centre Address (if Any)	
	Phone No.:	
	Contact Person:	
5.	Jaipur Centre Address (if Any)	
	Phone No.:	
	Contact Person:	
6.	Year of Establishment	
7.	Nature of Legal Entity	
8.	Previous Experience	
9.	Any other details in support	

	of your offer	
--	---------------	--

- iv. Annual Turnover during last three years (as stated in the eligibility criteria, attach proof at page no _____):(in case of Consortium, the details of each Member of the Consortium have to be separately provided to RCSE)

Financial year	Total Turnover (Rs. In crores)	Audited Accountssubmitted? (yes/ no)
2015-16		
2016-17		
MINIMUMGROSS AVERAGE TURNOVER		

- v. Affiliation Certificate(s) from Central or any State Board of Secondary Education or recognized by competent authority/ recognized by or affiliated with any Government approved Board in case of experience of countries outside India:-
(Note : Submit Original Affiliation Certificate(s) to the Procurement Committee at the time of evaluation of technical bids)(in case of Consortium, the details of each Member of the Consortium have to be separately provided to RCSE)

S.No.	Name of School	Affiliation Certificate No. and Date	Name of Central or any State Board of Secondary Education or recognized by competent authority/ affiliated with any Government approved Board in case of experience of countries outside India
1			
2			
3			

- vi. Details of experience in similar activities at Govt. Departments/Institutions/PSU's Education or recognized by competent authority/ affiliated with any Government approved Board in case of experience of countries outside India:(in case of Consortium, the details of each Member of the Consortium have to be separately provided to RCSE)

Sl. No	Year	No. of Govt. Schools/ Govt. run Education	Name of the State Govt.	Start Date of Project	End Date of project	Project Value (in Rs. Lacs)	Current Status

		Institutes					
1	2	3	4	6	7	8	9
1	2015-16						
2	2016-17						
Total							

VII. The Cost of Tender amounting to Rs. 5000/- (Rupees Five Thousand Only) has been deposited vide cash receipt / DD/ Banker's cheque no. _____ dated

_____ in favour of the Director, RCSE, payable at Jaipur.

VIII. The processing fees amounting to Rs. 1,000/- (Rupees One Thousand) has been deposited vide DD/ Banker's cheque no. _____ dated

_____ in favour of Director, RCSE payable at Jaipur.

IX. I/We have applied for this tender and following documents are attached towards the proof of Bid Security in favour of Director, RCSE, payable at Jaipur. I/we also fulfill the eligibility criteria with respect to multiple Districts as mentioned in this tender document:

SNo	BID Security (in Rs.)	DD/ Banker's Cheque/ Bank Guarantee	No. with date
1.			

X. The rate for the Per Student Expenditure Support mentioned as prescribed has been mentioned separately in the Financial Bid.

XI. The amount quoted are applicable up to 90 days from the date of opening of Technical Bid of tender document. This validity can be extended with mutual agreement.

XII. The Permanent Account Number (PAN) issued by Income Tax Department _____ has been submitted.

XIII. I / We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring Entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

XIV. I/ We acknowledge that the Procuring Entity will be relying on the information provided in the Bid and the documents accompanying the Bid for our selection, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such

information misleading; and all documents accompanying the Bid are original or true copies of their respective originals.

- XV. I/ We shall make available to the Procuring Entity any additional information it may find necessary or require to supplement or authenticate the Bid.
- XVI. I/ We acknowledge the right of the Procuring Entity to reject our Bid 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.
- XVII. I/ We certify that in the last two years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- XVIII. I/ We declare that:
- (a) I/ We have examined and have no reservations to the RFP, including any addendum issued by the Procuring Entity; and
 - (b) I/ We do not have any conflict of interest in accordance with the terms and conditions of the RFP document.
- XIX. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the project, without incurring any liability to the Bidders, in accordance with the terms and conditions of the RFP document.
- XX. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the project under the terms and conditions of the RFP.
- XXI. I/ 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 guidelines referred to above, we shall intimate the Procuring Entity of the same immediately.
- XXII. I/ 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 the Procuring Entity in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the project and the terms and implementation thereof.
- XXIII. In the event of my/ our being declared as the selected Bidder, I/we agree to enter into an Concession Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

XXIV. I/ We have studied all the bidding documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Procuring Entity or in respect of any matter arising out of or relating to the bidding process including the award of contract.

XXV. I/ We agree and understand that the Bid is subject to the provisions of the bidding documents. In no case, I/we shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our Bid is not opened or rejected.

XXVI. The price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

XXVII. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

{In case of a Consortium:

- (a) The information to be provided under this form, should be provided for all the Members of the Consortium in case the Bidder is a Consortium.
- (b) A copy of the Joint Bidding Agreement, in the form and format as provided in Annexure – 13, should be attached to the application.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of stake in Consortium
1.			
2.			
3.			
4.			

- (d) The following information shall also be provided for each Member of the Consortium:

Name of Applicant/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		

}²

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

Note:

The Bidder is required to provide supporting documents including the certificate of registration as per applicable laws in accordance with the terms and conditions of the RFP.

²To be provided in case of the Bidder being a Consortium in accordance with the terms and conditions of the RFP.

**ANNEXURE-4:
PRE-BID QUERIES FORMAT**
{to be filled by the bidder}

NIT No: _____ **Dated**

Name of the Legal Entity: _____

Bid Form Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Legal Entity:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Legal Entity Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

**ANNEXURE-5:
POWER OF ATTORNEY FOR SIGNING OF BID**

KNOW ALL MEN BY THESE PRESENTS, We..... (name and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is (presently employed with us/ the Lead Member of our Consortium and holding the position of), as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application in accordance with the terms and conditions of the Request for Proposal bearing reference No. _____ floated by the Rajasthan Council of Secondary Education (“**Authority**”) titled “**OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN IN JAIPUR CLUSTER ON PUBLIC PRIVATE PARTNERSHIP (‘PPP’) BASIS**” under the provisions of ‘Policy for Public Private Partnership in School Education, 2017’ issued by the Government of Rajasthan, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in the bidding / selection process and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

(Signature, name and designation of the authorised signatory)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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 / constitutional documents and other authorizations as may be required in accordance with all applicable laws, in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEXURE - 6:
BIDDER SELF DECLARATION
{To be filled by the Bidder}

To,

{Procuring Entity}, _____,

In response to the NIB Ref. No. _____ dated _____ for

{Project Title}, as an Owner/Lead Member of Consortium Member/Director/Authorised Signatory of

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) 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;
- d) does not have any previous transgressions with any entity in India or any other country during the last two (2) years;
- e) does not have any debarment by any other procuring entity;
- f) 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;
- g) 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 two (2) years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a Conflict of Interest as mentioned in the bidding document which materially affects the fair competition;
- i) will comply with the Code of Integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of all applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder / Lead Member of Consortium:

Authorised Signatory:

Seal of the Organization:

Date: _____

Place: _____

ANNEXURE-7:
FINANCIAL BID Submission Sheet
{OnBidders letterhead in Technical Bid}

To,

{Procuring Entity}, _____,

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned Bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said Bidding Document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the Financial Bid (BoQ).

I / We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

I/ We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Security as prescribed in the Bidding Document.

I / We agree to abide by this Bid for a period of _____ days after the last date fixed for Bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of LoA shall constitute a binding Contract between us.

I/ We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We agree to all the terms & conditions as mentioned in the Bidding Document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

[Validate](#)[Print](#)[Help](#)**ANNEXURE - 8 FINANCIAL BID****Percentage BoQ**

Tender Inviting Authority: Director, Rajasthan Council of Secondary Education (RCSE), Jaipur

Name of Work: OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN IN AJMER CLUSTER ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS

Contract No: Dated

Name of the Bidder/ Bidding Firm / Company :					
<u>PRICE SCHEDULE</u>					
(This BOQ template must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NOTE : At the time of quoting the rates, kindly select the LESS (-) from the drop down menu, and quote the rate as discount %					
Sl. No.	Item Description	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6
1.01	Per Student Expenditure Support	Per Student	24705.00	24705.00	INR Twenty Four Thousand Seven Hundred & Five Only
Total in Figures				24705.00	INR Twenty Four Thousand Seven Hundred & Five Only
Quoted Rate in Figures		Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			

ANNEXURE- 9
BID SECURITY FORMAT

{To be submitted by the Bidder's bank}

BANK GUARANTEE FORMAT

(To be stamped in accordance with Indian Stamp Act, 1899 and to be issued by a Nationalised/
Scheduled bank having its branch in Rajasthan and payable at par)

To,

{Procuring Entity},

1. In accordance with your Notice Inviting Bid ('NIB') for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the Bidding Document.

It is a condition in the Bidding Document that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Secondary Education Department, Bikaner, Rajasthan (hereinafter referred to as "Department") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at <please specify> irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs.

_____ (Rupees <in words>)> to the Department as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970.

(delete, if not applicable) and branch office at..... (hereinafter referred to as the "Guarantor") do hereby undertake and agree to pay forthwith on demand in writing by the Department of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid Bank, further agree that the Department shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Department on account thereof to the extent of the earnest money required to be deposited by the Bidder in respect of the said Bidding Document and the decision of the Department that the Bidder has

committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Department shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Department and it is further declared that it shall not be necessary for the Department to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Department may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of Forty Eight (48) hours when the same has been posted.

6. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of our constituent under intimation to you.

7. The right of the Department to recover the said amount of <Rs. _____

(Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this Guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our Guarantee shall remain in force till Bid validity period i.e. <please specify> days from the last date of Bid submission and unless a demand or claim under the Guarantee is made on us in writing within three (3) months after the Bid validity date, all your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This Guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this Guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our Bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this Guarantee under the Power of Attorney issued by the Bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

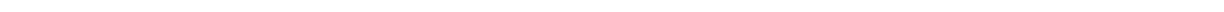
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee ('BG') shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two (2) persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the Power Of Attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two (2) persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within six (6) months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by Department
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and Bidder name, directly to the Purchaser at the following address:

ANNEXURE-10
Memorandum of Appeal and Procedure of Appeal

FORM No. 1 [See Rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
(‘RTPP Act’)

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the RTPP Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

(Supported by an affidavit)

Prayer:

Place

Date

Appellant's Signature

Procedure of Appeals

The designation and address of the First Appellate Authority is: __[_____] , Rajasthan

The designation and address of the Second Appellate Authority is: Principal Secretary, [_____] , Govt. of Rajasthan

1) Filing an appeal-

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the RTPP Act or the RTPP Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 37 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty (30) days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority in this behalf within fifteen (15) days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) **Appeal not to lie in certain cases-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - a) determination of need of procurement;
 - b) provisions limiting participation of Bidders in the Bid process;
 - c) the decision of whether or not to enter into negotiations;
 - d) cancellation of a procurement process;
 - e) applicability of the provisions of confidentiality.

5) Form of Appeal-

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative or registered post.

6) Fee for filing appeal-

- a) Fee for first appeal shall be Rupees Two Thousand Five Hundred only (INR 2500/-) and for second appeal shall be Rupees Ten Thousand only (INR 10,000/-), which shall be non-refundable.
- b) The fee shall be paid in the form of Bank Demand Draft or Banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned payable at Jaipur.

7) Procedure for disposal of appeal-

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

For and on behalf of

Signature (with seal)

(Authorised Representative/Signatory)

Name of the Person.....

Designation.....

ANNEXURE - 11
DRAFT CONCESSION AGREEMENT

ANNEXURE - 12
POWER OF ATTORNEY OF LEAD MEMBER OF CONSORTIUM

WHEREAS the Rajasthan Council of Secondary Education(the “**Authority**”) has invited applications from interested parties in accordance with the terms and conditions of the Request for Proposal bearing reference No. _____ titled “**OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN IN JAIPUR CLUSTER ON PUBLIC PRIVATE PARTNERSHIP (‘PPP’) BASIS**” (the “**Project**”) under the provisions of ‘Policy for Public Private Partnership in School Education, 2017’ issued by the Government of Rajasthan.

WHEREAS, _____, _____, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as 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 bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”).

We, the Principals, hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into in accordance with the terms and conditions of the RFP.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this

Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *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 / constitutional documents and other authorizations as may be required in accordance with all applicable laws, in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEXURE - 13
JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company within the meaning of Section 25/8 of the Companies Act, 1956/2013 / a society registered under the provisions of the Societies Registration Act, 1860 / a trust within the meaning of the Indian Trusts Act, 1882 / a society registered under the provisions of the Rajasthan Society Registration Act, 1958} and having its registered office at (hereinafter referred to as the **"First Party"** / **"Lead Member"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company within the meaning of Section 8 of the Companies Act, 2013 / a society registered under the provisions of the Societies Registration Act, 1860 / a trust within the meaning of the Indian Trusts Act, 1882 / a society registered under the provisions of the Rajasthan Society Registration Act, 1958} and having its registered office at (hereinafter referred to as the **"Second Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned First Party and the Second Party are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- A. The Rajasthan Council of Secondary Education(hereinafter referred to as the **"Authority"**which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **"Applications"**) from interested parties in accordance with the terms and conditions of the Request for Proposal bearing reference No. _____ titled **"OPERATION AND MAINTENANCE OF GOVERNMENT SECONDARY SCHOOLS OF RAJASTHAN IN JAIPUR CLUSTER ON PUBLIC PRIVATE PARTNERSHIP ('PPP') BASIS"** (the **"Project"**) under the provisions of 'Policy for Public Private Partnership in School Education, 2017' issued by the Government of Rajasthan.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project.
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a

Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the bidding process for the Project.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Name of the Party	Roles and responsibilities to be performed

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement.

5. Stake of Members in the Consortium

5.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

Name of the Party	Percentage stake in the Consortium
Total	100

5.2 The Parties hereby agree and acknowledge that during the subsistence of this Joint Bidding Agreement, each of the Parties shall ensure the following and none of the Parties shall take any of the act, deed, matter and / or thing, without the prior written consent of the Authority:

- (a) Any change(s) in the constitution of the Consortium;
- (b) The Lead Member shall continue to hold at least 51% (fifty – one percent) stake in the Consortium at all times; and
- (c) Each Party shall hold at least 26% (twenty – six percent) stake in the Consortium at all times.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- 6.1 Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- 6.2 The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and all necessary authorizations required in accordance with applicable laws, in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (a) require any consent or approval not already obtained;
 - (b) violate any applicable law presently in effect and having applicability to it;
 - (c) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (d) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
or
 - (e) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- 6.3 this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

6.4 there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Concession Agreement comes into effect and force, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PARTY

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and authorization documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of any party.

ANNEXURE-14

DECLARATION TO BE SUBMITTED BY BIDDER IN CASE OF ASSOCIATE

To,

{Procuring Entity}, _____,

In response to the NIB Ref. No. _____ dated _____ for

{Project Title}, as an Owner/Lead Member of Consortium Member/Director/Authorised Signatory of

_____, I/ We hereby declare that presently our

Trust/Society/Company/Consortium at the time of bidding, :-

- a) Is associated to the following entities:
- b) The associate relationship is to be substantiated by the following documents:
 - 1. Copy of Incorporation Documents of both the Entities i.e, Bidder & Associate.
 - 2. Copy of List of Managing Committee members or Board of Trustees or Board of Directors as the case may be.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of all applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder / Lead Member of Consortium:

Authorised Signatory:

Seal of the Organization:

Date: _____

Place: _____

ANNEXURE - 11

**CONCESSION AGREEMENT
(DRAFT)**

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<<On Rs. 10,000 Stamp Paper by the Bidder>>

CONCESSION AGREEMENT

**THIS AGREEMENT is entered into on this the...[date].....th day of.....[Month].....20.....
BETWEEN**

1. The Rajasthan Council of Secondary Education (RCSE), on behalf of Government of Rajasthan having its office at RCSE, Shiksha Sankul, JLN Marg, Jaipur (Rajasthan) acting through [•], Director (hereinafter referred to as the "I" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **FIRST PART**:

AND

2. The successful applicant (hereinafter referred to as the "Concessionaire")

In case Selected Bidder is a Registered Company:

M/s [•] Limited, a company duly registered and incorporated under the provisions of the Companies Act, 1956 (or Companies Act, 2013) bearing CIN [•] and having its registered office at [•] acting through [•], Director/Managing Director/Manager/Authorised Signatory (hereinafter referred to as the "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **SECOND PART**;

OR

In case Selected Bidder is a Registered Society:

M/s [•], a society duly registered and incorporated under the provisions of the Societies Registration Act, 1860 (or the relevant societies registration act) bearing registration number [•] and having its registered office at [•] acting through [•], Manager duly authorized vide a resolution dated [•] passed by its governing body (hereinafter referred to as the "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **SECOND PART**

OR

In case Selected Bidder is a Registered Trust:

M/s [•], a trust duly registered and incorporated under the provisions of the Indian Trusts Act, 1882 (or the relevant trust act) bearing registration number [•] and having its registered office at [•] acting through [•], Manager/Trustee duly authorized vide a

resolution dated [•] passed by its governing body (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **SECOND PART**

WHEREAS:

- (A) The Authority had resolved to operate Schools for providing access to quality education in partnership with private entities in accordance with the terms and conditions to be set forth in this Concession Agreement.
- (B) The Authority has accordingly through its Request for Proposal (RFP) dated.... invited Bids for selecting Bidders for the running of a cluster of Schools in the State of Rajasthan.
- (C) The Authority had prescribed the technical and commercial terms and conditions, and invited the RFP from the Bidders for undertaking the project.
- (D) After evaluation of Bids received, the Authority had accepted the Bid of the selected Bidder and issued its Letter of Intent No.dated.....(hereafter called the “LOI”) to the selected Bidder requiring, inter alia, the execution of the Concession Agreement within 15 days of the date of issue thereof.
- (E) The selected Bidder has agreed to enter into this Concession Agreement and undertake and perform the obligations and exercise the right of the selected Bidder under the LOI, including the obligation to enter into this Concession Agreement pursuant to the LOI, for executing the project.
- (F) The Authority has agreed to the request of the selected Bidder (hereinafter referred to as “Concessionaire”) and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the project, subject to and on the terms and conditions set forth hereinafter.
- (G) NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Introduction

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the word and expression defined in the schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting 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;

“Academic Year” means the year of commencement of academic session as prescribed by concerned affiliating Board/ concerned competent authority.

“Actual Commencement Date” shall have the meaning as set forth in Article 4.3.4.

“Affiliation” shall have the meaning as set forth in Article 14.2 and includes provisional affiliation;

“Affiliating Board” or **“Board of Affiliation”** means any Central or State Board that is authorized by competent authority to provide affiliation to Secondary Schools.

“Agreement” or **“Concession Agreement”** means this Agreement, its recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by Government of India (GoI) or Government of Rajasthan (GoR) including rules, regulations and notifications made thereunder or which may come into force during the pendency of this Concessionaire Agreement, and judgments, decrees, injunctions, writs and orders of any court of record, which will be applicable to this Agreement 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 Agreement;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the modification/ augmentation (construction), operation and maintenance of the school during the

subsistence of this Agreement;

“Appointed Date” shall have the meaning as set forth in Article 4.3.1

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Assessment Report” shall have the meaning as set forth in Article 10.6.1

“Auditors” means a reputable firm of chartered accountants acting as the auditors of the Concessionaire and appointed in accordance with the provisions of Article 24, and in the event the Concessionaire is a company incorporated under the provisions of the Companies Act, 1956, the auditor shall mean the statutory auditor of the Concessionaire under the provisions of the Companies Act, 1956 or any substitute thereof;

“Augmentation Period” shall have the meaning as set forth in Article 10.1.2

“Authority” means Rajasthan Council of Secondary Education, including its successors or substitutes or any other organization authorized to act as the Authority by the Government of Rajasthan from time to time.

“Authority Representative” means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person having Authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

“Bid” means the documents in their entirety comprised in the bid submitted by the selected applicant in response to the Request for Proposal in accordance with the provisions thereof, and

“Bids” shall mean the bids submitted by any and all pre-qualified applicants;

“Block” means a geographical administrative unit identified as such by the State Government;

“Central Government” or **“GOI”** means the Government of India;

“CPI” means the All India General Consumer Price Index (Combined) as published by the Ministry of Statistics and Programme Implementation, GOI.

“Change in Law” means the occurrence of any of the following after the date of Bid;

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the date of application;
- (d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to

the date of application; or

- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

“Change in Ownership” means:

- (a) where the Concessionaire is a company incorporated under the Companies Act, 1956, a transfer of the direct and/or indirect legal or beneficial ownership or control of not less than 25% (twenty five percent) of the total Equity of the Concessionaire or acquisition of any control, directly or indirectly, of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him;
- (b) where the Concessionaire is a trust, change in composition of the board of trust, change in composition of the board of trustees, or such other governing body of the Concessionaire which is entrusted with the management of the affairs of the Concessionaire by virtue of its trust deed, such that not less than not less than 40%(forty percent) of the members of such body as of the date of this Agreement have been replaced or substituted by any other person or persons; and
- (c) where the Concessionaire is a society, acquisition of control, directly or indirectly, of the governing council or management committee or such body of the Concessionaire, which is entrusted with the management of the affairs of the Concessionaire under its rules, bye-laws and regulations, by any other person or persons;

“Change of Scope” shall have the meaning as set forth in Article 28.1.1

“Concession Period” shall have the meaning as set forth in Article 3.1;

“Concessionaire” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“Concessionaire Default” shall have the meaning as set forth in Article 25.1.1.

“Conditions Precedent” shall have the meaning as set forth in Article 4.2;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of suspension under this

Agreement;

Provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;

“Date of Completion” shall have the meaning as set forth in Article 10.5.3

“Directorate” means Directorate of Secondary Education, Rajasthan or Directorate of Elementary Education Rajasthan, as the case may be;

“District Level Assessment Committee” (‘DLAC’) shall have the meaning as set forth in the Policy

“Document” or “Documentation” means documentation in printed or written form, or in electronic form (pen drive, CD, DVD, cassettes, etc.), drawings, computer programmes, reports, photographs, films, , or expressed in any other written, electronic, audio or visual form;

to be deleted ? “Dropout” means a Student who is deemed to have discontinued studies at the school, either by absence for a continuous period of 45 days (for students from Class I to VIII) followed by an attendance of less than 80% (eighty percent) but shall not include a student whose parents have been transferred out of the Block or have migrated therefrom or a Student being ill or bedridden, as evidenced by an authorized medical practitioner’s certificate;

“Dropout Ratio” means the ratio of Students that Dropout of a particular Class in the School to the total number of students enrolled in that class in the relevant Academic Year;

“Escrow Agreement” shall have the meaning as set forth in Article 10.6.5;

“Emergency” means, a condition or situation that is likely to endanger the security of the individuals on or about the school, including Students, visitors, staff and any other users thereof, or which poses an immediate threat of material damage to the school infrastructure;

“Encumbrances” means, in relation to the School Infrastructure, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any insurance policy pertaining to the School Infrastructure, where applicable herein;

“Equity” means the paid up and subscribed equity of the company acting as the Concessionaire;

“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 Rajasthan Guidelines;

“Force Majeure” or “Force Majeure Event” shall have the meaning as set forth in Article 31.1;

“Grants” shall have the meaning as set forth in Article 19.1.1

“Good Education Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a well reputed school engaged in teaching students and which would be expected to result in the provision of the minimum standard of education in accordance with this Agreement, , Applicable Laws and relevant affiliating Board/ competent authorities/ Government of India/ Government of Rajasthan Guidelines and Applicable Permits;

“Government” means the Government of the State of Rajasthan

“Government Instrumentality” means any department, division or sub-division of Government of Rajasthan and includes any commission, board, Authority, agency or municipal and other local Authority or statutory body including Panchayat under having control of the State Government and having jurisdiction over all or any part of the School or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

“Maximum Permitted Capacity” shall have the meaning as set forth in Article 18.1;

“Minimum Standards of Performance” shall have the meaning as set forth in Article 21;

“Minimum Mandatory Standard for Teaching and Non-Teaching Staff” means the norms for teaching and non-teaching staff as prescribed in Schedule B of this Agreement;

“Management Committee”, “School Management & Development Committee” and/or “School Management Committee” shall have the meaning as set forth in Article 13.1;

“Material Adverse Effect” means effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“National Skill Qualifications Framework” or “NSQF” shall have the meaning as set forth in Article 15;

“Infrastructure Support ” shall have the meaning set forth in Article 10.6;

“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 Rajasthan Guidelines and Applicable Permits;

“Parents” mean the parent/ parents of a Student and includes a legal guardian of any student or a person nominated and authorized by a parent or legal guardian to act as the guardian of a Student;

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

“Performance Security/ Bank Guarantee” shall have the meaning set forth in Article 8;

“PAB” refers to the Project Approval Board of Ministry of Human Resources Development, Government of India

“Per Student Annual Expenditure Support” shall have the meaning as set forth in Article 22.1

“Provisional Student Expenditure Support” shall have the meaning as set forth in Article 22.2.4

“Policy” shall mean “Policy for Public Private Partnership in School Education, 2017” issued by the Government of Rajasthan

“Scheduled Commencement Date” shall have the meaning as set forth in Article 4.3.2.

“School” means the school operated and maintained under and in accordance with the provisions of this Agreement, and shall include, the Site, School infrastructure, equipment, furniture, teaching aids, and other facilities or amenities provided in accordance with this Agreement, Applicable Laws and relevant affiliating Board/ competent authorities/ Government of India/ Government of Rajasthan Guidelines and Applicable Permits; The definition of Primary School, Upper Primary School, Secondary School, Senior Secondary School, shall have the same meaning as held by convention and for the same classes as in the State of Rajasthan.

“School Augmentation” means any addition to the School Infrastructure, carried out at any time.

“School Infrastructure” means the civil structure, superstructures, classrooms, laboratories, library, playfields, facilities and amenities provided on the Site in accordance with this Agreement, Applicable Laws and relevant affiliating Board/ competent authorities/ Government of India/ Government of Rajasthan Guidelines

and Applicable Permits;

“School Management” shall mean the Concessionaire acting by itself or through the School Management Committee/ School Management & Development Committee (SMC, SMDC), as the case may be, or the Principal of the School;

“School Premises” means the entire land on which the School is situated and includes the buildings, structures and superstructures constructed thereof;

“Scope of Work” shall have the meaning as set forth in Article 2;

“Site” shall have the meaning as set forth in Article 9.1.1

“Student” means a person who is enrolled with the school as a student in accordance with the provisions of this Agreement and Applicable Laws;

“Student Benefit Schemes” shall have the meaning as set forth in Article 19.2

“Student Expenditure Support” shall have the meaning as set forth in Article 22.

“Teacher” means a qualified person who is employed, on a full time or part time basis, with the School to provide teaching or co-curricular services to Students in accordance with the provisions of this Agreement, Applicable Laws, affiliated Board/ competent authority Guidelines and Good Education Practice, and shall include the Principal and Vice Principal of the school;

“Taxes” means all the taxes applicable in India including excise duties, customs duties, value added tax, sales tax, local taxes, cess, GST, CGST and any impost or surcharge of like nature (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the School Infrastructure charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereof imposed on any account whatsoever. For the avoidance of doubt, taxes shall not include taxes on corporate income;

“Termination” means the expiry or termination of this Agreement and the concession hereunder, as set forth in Article 25;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other party terminating this Agreement, as set forth in Article 25;

1.3 Interpretation:

1.3.1 In this Agreement:

- (a) Unless the context otherwise requires, reference to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-

- enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of the state, laws of India or Indian law or regulation having the force of law shall include the laws, acts ordinances, rules ,regulations , bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented , extended or re-enacted;
 - (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company , corporation partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
 - (d) the table of contents, heading or sub-heading in this Agreement are for convenience of references only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - (e) the words “INCLUDE” and “INCLUDING” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
 - (f) References to “construction” or “building” include, unless the context otherwise requires, alteration or change of existing building or any additional constructions too;
 - (g) references to “development” include, unless the context otherwise requires, construction, renovation , refurbishing, augmentation, up gradation and other activities incidental thereto, and “develop” shall be construed accordingly;
 - (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
 - (i) any reference to day shall mean a reference to a calendar day: references to a “working day” shall be construed as a reference to a day which is not a holiday declared by Government of Rajasthan;
 - (j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
 - (k) The words importing singular shall include plural and vice versa;
 - (l) References to any gender shall include the other and neutral gender;
 - (m) References to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a agencies/societies/ organizations/trusts registered as not-for-profit working in the field of education, shall be construed so as to include any equivalent or analogous proceeding under the law of the jurisdiction in such company, trust or society is incorporated, formed or registered or any jurisdiction in which such company, trust or society carries

on its business or activities, including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors ;

- (n) Save and except as otherwise provided in this Agreement , any reference, at any time, to any Agreement , deed, instrument, lease or document of any description shall be construed as reference to that Agreement, deed , instrument, lease or other document as amended, varied, supplemented, modified or suspended at the time of such reference ; provided that this Sub-Article shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (o) Any Agreement, consent, approval, authorization , notice, communication, information or report required under or pursuant to this Agreement from or by any party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such party in this behalf and not otherwise ;
- (p) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (q) References to Recitals, Articles, clauses, sub-clauses, provisions or schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, clauses, sub-clauses , provisions and schedules of or to this Agreement, references to an annex shall, subject to anything to the contrary specified therein, be construed as a reference to an annex to the schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such references appears;
- (r) The damages payable by either party to the other party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimate loss and damage likely to be suffered and incurred by the party entitled to receive the same and are not by way of penalty (the “Damages”); and
- (s) Time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.3.2 Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain 2(two) copies thereof.

1.3.3 The rule of construction, if any, that a contract should be interpreted against the

parties responsible for the drafting and preparation thereof, shall not apply.

- 1.3.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English dictionary meaning and, for these purposes, the General Clauses Act, 1897 shall apply.

1.4 Priority of Agreements, Clauses and Schedules

- 1.4.1 This Agreement, and all other Agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order;

- (a) this Agreement ; and
- (b) all other Agreements and documents forming part hereof or referred to herein; i.e. the Agreement at (a) above shall prevail over the Agreements and documents at (b) above.

- 1.4.2 Subject to the provisions of Article 1.3.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two or more clauses of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other clauses;
- (b) Between the clauses of this Agreement and the schedules, the clauses shall prevail and between schedules and annexure, the schedules shall prevail;
- (c) Between any two schedules, the schedule relevant to the issue shall prevail;

ARTICLE 2: SCOPE OF WORK

2.1 Background

- 2.1.1 The Government of Rajasthan (GoR) is deeply committed to improving quality of education for all in the state of Rajasthan. Since students from poorer sections of society are mostly dependent on government schools for education, the primary focus of GoR is on improving the quality of government schools.
- 2.1.2 Several major initiatives are being taken to improve government schools including the flagship Adarsh school programme. In addition to these efforts, to strengthen the government-school system in Rajasthan, Government of Rajasthan also aims to leverage the management expertise of the private sector to improve the operations of government schools in a Public Private Partnership (PPP) framework to create PPP Schools as per the “Policy for Public Private Partnership in School Education, 2017 (‘Policy’).
- 2.1.3 The PPP programme will be conducted on a pilot basis in first phase, in 300 Government Schools in 9 clusters. Urban schools, except District and Divisional headquarters, and rural schools other than Adarsh Schools will be considered in ratio of 25:75.
- 2.1.4 The core focus of GoR is on improving government schools by, among other things, fostering innovation in better teaching. Such innovation will be encouraged by having several high-quality providers of education, from where innovations can be replicated more broadly.

2.2 Policy proposal

- 2.2.1 The schools which will be handed over to the Concessionaire as per this Agreement and Concessionaire will only charge those fees from its students which are being charged by other Government Schools in Rajasthan, thereby, making the PPP schools accessible to all students regardless of their ability to pay.
- 2.2.2 The schools which will be handed over to the Concessionaire shall grant admission to students as per the terms and conditions of this Agreement. This will ensure that the PPP schools focus their efforts on improving education quality for students from all socio-economic backgrounds as opposed to focusing on “selecting out” students from disadvantaged backgrounds.
- 2.2.3 The Concessionaire will have operational autonomy on all aspects of running the school, but will have to transparently disclose these to parents and the government.
- 2.2.4 The Concessionaire will receive Student Expenditure Support and Infrastructure Support as per the terms and conditions laid down hereunder.
- 2.2.5 The Grants prescribed in this Agreement, being provided to other government

schools by the Government, will continue to be available to the schools which will be handed over to the Concessionaire as per prescribed norms.

- 2.2.6 All Student Benefit Schemes available to students of Government schools today and as maybe created / amended / changed in future, shall be available to the students of these PPP schools during the Concession Period.

**ARTICLE 3:
GRANT OF CONCESSION**

3.1 The Concession

- 3.1.1 Subject to and in accordance with the provision of this Agreement, the applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire, the Concession set forth herein including the exclusive right and authority to augment, operate and maintain the school (the "Concession") during the period commencing from the Appointed Date and ending on the last date of the 10th (tenth) anniversary of Academic Year starting in the year of the Appointed Date, or upon earlier termination thereof ('the Concession Period') and the Concessionaire agrees to implement the project subject to and in accordance with the terms and conditions set forth herein.
- 3.1.2 Save and except as provided in Article 4, this Agreement shall come into force and effect from the date of signing of Agreement.
- 3.1.3 The Concession Period under this Agreement shall commence from the Appointed Date and shall expire upon completion of 10 (ten) Academic Years from the Date of commencement of the Academic Year starting in the year of the Appointed Date.
- 3.1.4 Provided further that the Authority may, in its own discretion or upon receipt of an application from the Concessionaire at least 180 days prior to expiry of the concession period extend the Concession Period by 5 (five) Academic Years on the terms and conditions set out herein and in the event of such extension, the Concession Period shall be deemed to be extended accordingly. Provided also that the parties may agree to extend the Concession Period for such further Period and on such conditions as may be mutually agreed upon.
- 3.1.5 The Concessionaire may, after expiry of the Concession Period by efflux of the time, by notice given at least 365 (three hundred sixty five) days prior to such expiry, request the Authority to continue to be the Concessionaire for the Schools and the Authority may allow a further extension of Concession Period by 5 (five) Academic Years, subject to such terms and conditions as may be mutually agreeable to both parties.
- 3.1.6 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:
- (a) Right of way, access and right to use the Site for the purpose of and to the extend conferred by the provisions of this Agreement:
 - (b) Finance and augment/ construct additional school infrastructure/repair.
 - (c) Manage, operate and maintain the school and regulate the use thereof
 - (d) Demand and receive Student Expenditure Support payable / Infrastructure Support from the Authority in accordance with the provisions of this

Agreement.

- 3.2 Perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement.
- 3.3 Save as otherwise expressly provided in this Agreement , bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement ; and
- 3.4 Neither assign, transfer or sub let nor create any lien or Encumbrance or collaborate or mortgage the immoveable assets on this Agreement, or the Concession hereby granted for operation and management by the Authority. For the avoidance of doubt, it is clarified that nothing in this Article shall restrict the Concessionaire from securing/obtaining loan from banks and other financial institutions to supplement financial assistance on the basis of this Agreement, without mortgaging the school assets. Provided that it shall be Concessionaire's obligations to repay such loan and the Authority shall not be liable in case of any loan default by the Concessionaire.
- 3.5 Subject to Article 3.4 the Concessionaire has power to secure/ obtain loan from banks and other financial institutions to supplement financial assistance on the basis of this Agreement. Provided further that it shall be Concessionaire's obligations to repay such loan .

ARTICLE 4: CONDITIONS PRECEDENT

4.1 Background

4.1.1 The list of schools to be handed over to the Concessionaire, to run according to the terms and conditions of this Agreement is as given in Schedule A, and it is proposed to provide building and furniture and other equipment and ground on an “as is, where is” basis.

4.2 Conditions Precedent

4.2.1 Upon receipt of Lol, the Concessionaire shall submit, within 15 days, Performance Security/ Guarantee to the Authority, in accordance with the provisions of Article 8.

4.2.2 Upon the Concessionaire providing Performance Security/ Bank Guarantee to the Authority, both parties shall undertake joint inspection of the school Sites to be handed over. The joint site report should be in triplicate and should include a site map and an inventory of buildings, land and other assets being handed over to the Concessionaire by the Authority.

4.2.3 The Concessionaire and the Authority will jointly work out the gap in existing infrastructure with reference to the mandatory requirements mentioned in Schedule E.

4.2.4 One copy of this joint site report shall be submitted to the Authority or its authorized representative, upon which the Concessionaire shall be given the right to start augmentation work and other preparatory activities in the school buildings without disturbing the on-going activities.

4.2.5 The right to use existing school buildings, inventoried assets and right to use the land and all relevant records of the school shall be handed over after the end of the previous Academic Year (2017-18).

4.3 Commencement of Concession Period

4.3.1 The date on which all conditions precedent specified in Article 4.2.1 to Article 4.2.3 are satisfied, shall be the “Appointed Date”.

4.3.2 The date on which all Conditions Precedent specified in Article 4.2 are satisfied shall be the Scheduled Commencement Date, which shall not be later than 1st May 2018.

4.3.3 The Concessionaire shall complete the following activities on or before the Scheduled Commencement Date :

(a) complete deployment of the teaching and non teaching staff as per norms prescribed in Schedule B.

(b) start of the actual teaching activities

- 4.3.4 The date on which activities mentioned in Article 4.3.3 are completed shall be the Actual Commencement Date. In case the Concessionaire is not able to appoint 100% staff as per norms in Schedule B on 1st May 2018 in any school(s), the Authority shall make arrangements to continue teaching satisfactorily in such school(s). For each day of non-availability of teaching/ non-teaching staff against the norms prescribed in Schedule B, a penalty of Rs. 500/- per day for each such staff that is not available shall be levied on the Concessionaire.
- 4.3.5 If the Concessionaire fails to appoint 100% staff as per norms in Schedule B after completion of 6 months from the 1st May 2018 in any school(s), the Authority shall rescind the Agreement for such school(s) within the Cluster.

Illustration for calculation of penalty as per Article 4.3.4:

- *Scheduled Commencement Date: Not to be later than 1st May, 2018*
- *In a given Cluster having 30 schools, if the Concessionaire is required to appoint 300 teaching and 150 non-teaching staff as per norms prescribed in Schedule B, and the Concessionaire appoints 200 teaching and 50 non-teaching staff on 1st May, 2018, additional 60 teachers and 80 non teaching staff on 15th May 2018 and the remaining 40 teachers and 20 non teaching staff on 15th June 2018, the penalty shall be calculated as follows:*
 - a) *Penalty for shortfall of staff from 1st May to 14th May (14 days) = 200x Rs. 500x 14*
 - b) *Penalty for shortfall of staff from 15th May to 14th June(31 days) = 60x Rs. 500 x 31*
 - c) *Total Penalty = 1,40,000 +9,30,000 = Rs. 10,70,000/-*

ARTICLE 5:
OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for operation, maintenance and management of school and observe, fulfill , comply with and perform all its obligations set out in this Agreement or arising here under.
- 5.1.2 The Concessionaire shall comply with all Applicable Laws/ rules and Applicable Permits (including renewals) as required in the performance of its obligations under this Agreement.
- 5.1.3 The Concessionaire shall obtain, at its own cost, all the necessary approvals arising from any change in Affiliation.
- 5.1.4 Subject to the provision of the clauses 5.1.1.and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Education Practice and as a reasonable and prudent person.
- 5.1.5 The Concessionaire shall, at its own cost and expenses, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- (a) Make, or cause to be made, necessary applications to the relevant Government instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such applicable permit in conformity with the Applicable Laws;
 - (b) Procure as required the appropriate proprietary rights, licenses, agreement and permissions for materials, methods, processes and systems used or incorporated in the school;
 - (c) perform and fulfill its obligations under the financing Agreements;
 - (d) shall ensure and procure that the teaching and non teaching staff engaged in the school are qualified & trained in accordance with Article 17 and Schedule B;
 - (e) The Concessionaire shall make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its contractors in connection with the performance of its obligations under this Agreement;
 - (f) Ensure and procure that its vendors of goods and services comply with all Applicable Permits and Applicable Laws in the performance by them of any of the purpose of this Agreement;
 - (g) Always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, or deed or thing, whether intentionally or

otherwise, which may in any manner violate any of the provisions of this Agreement;

- (h) Procure that all facilities and amenities within the school and operated and maintained in accordance of Good Education Practice and the students have non-discriminatory access for use of the same under and in accordance with this Agreement;
- (i) Ensure that students are taught in conformity with Good Education Practices;
- (j) School management shall make all efforts to protect each and every student from any kind of sexual harassment, abuses and similar offenses;
- (k) School Management will strictly follow the provisions of “The Protection of Children from Sexual Offences Act” 2012;
- (l) School Management will strictly follow the provisions of “Sexual Harassment of Women at Workplace, Act” 2013;
- (m) The Concessionaire shall regularly within reasonable time inspect and monitor the implementation of The Protection of Children from Sexual Offences Act” 2012 and Sexual Harassment of Women at Workplace, Act” 2013, and The Commissions for Protection of Child Rights Act, 2005 by the School Management;
- (n) In this regard School management will also follow all instructions and circulars issued by competent authorities from time to time;
- (o) The School Management shall comply with any and all instructions regarding use of Shala Darpan / Shala Darshan or any other MIS / Online reporting systems that may be prescribed by the Authority from time to time;
- (p) Ensure that parents are treated with due courtesy and consideration and provided with ready access to information;
- (q) Support, cooperate and facilitate the Authority in the implementation and operation of the project in accordance with the provisions of this Agreement;
- (r) Undertake implementation of applicable government schemes as prescribed in the Agreement;
- (s) Shall permit those Anganwadis that are already running within the school premises at the time of handing over, to continue as such;

5.1.6 Notwithstanding anything contained in this Agreement, the Concessionaire shall comply with orders or directions of Directorate/ Government/ Central Government, issued from time to time for the governance of government schools.

5.2 Further Obligations as per the Agreement

5.2.1 It is expressly agreed that the Concessionaire shall at all times be responsible and

liable for all its obligations under this Agreement notwithstanding anything contained in any other agreement, and no default under any scheme or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

- 5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any other amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within Fifteen (15) days of the receipt of such drafts. Within Seven (7) days of the execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director, Trustee or a member of the governing body or management committee as the case maybe, of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and all suggestions, comments shall not be construed or deemed as acceptance of any such agreements or documents by the Authority. No failure to review and/or convey its observation on any Document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.
- 5.2.3 The Concessionaire shall not make any addition ,replacement or amendments to this Agreement without the prior written consent of the Government if such addition, replacement or amendments has, or may have, the effect of imposing or increasing any financial liability or obligation on the Government, and in the event that any replacements or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority.
- 5.2.4 The Concessionaire expressly agrees to include the Covenant in all its Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements , where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the event of Termination or Suspension.

5.3 Branding of the School and Usage of the School Premises

- 5.3.1 The school shall be known, promoted, displayed and advertised as "Rajasthan 'Brand name of the Concessionaire' madhyamik/uchcha madhyamik (as the case may be) vidyalaya, village name, district name". The Concessionaire shall write "**run by 'Name of entity' in PPP mode**" in Hindi and English, just below the name of the School in the manner prescribed by the Authority.

- 5.3.2 The Concessionaire shall adopt the same uniforms for its students as applicable to other Government schools.
- 5.3.3 The name of the school or any description or advertisement thereof shall not contain any references that suggest a preference to or promotion of any particular religion, caste or community.
- 5.3.4 The Concessionaire shall not claim, in any manner, that the quality of any services provided in the school is approved by the Authority, and the Concessionaire shall be solely responsible for the quality of such services.
- 5.3.5 The Concessionaire is free to take open advertisement for attracting students for any or all schools under this Agreement provided that any such advertisement in whatever form may be print, audio, visual, electronic or otherwise shall necessarily state the fact that such schools are operated by them under a Concession Agreement with the Government of Rajasthan.
- 5.3.6 For providing aid and assistance in medical emergencies in the School, the Concessionaire shall, set up and operate a medical aid post (the "Medical Aid Post") in the School Premises, equipped to render first aid and to assist in accessing emergency medical aid from hospitals in the vicinity.
- 5.3.7 The Concessionaire shall maintain a high standard of sanitation, cleanliness and hygiene in the School, and shall procure and deploy adequate infrastructure, equipment and manpower for this purpose.
- 5.3.8 The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment in the School Premises for the differently abled Students enrolled in the School or using the School Infrastructure.
- 5.3.9 The Concessionaire shall use the Schools premises only for the purposes specified in this Agreement and for no other purpose.
- 5.3.10 The Concessionaire shall not use, or permit the use of, School Premises for any commercial, religious or social activities, including marriages or other social functions, trade fairs, commercial exhibitions, religious congregations and events or usage associated therewith.
- 5.3.11 The Concessionaire may, without causing any Material Adverse Effect on the educational or associated activities of the School and subject to Applicable Laws, use the School Premises for other educational purposes including teachers' training, vocational training, adult education, professional or scientific courses, workshops, seminars, sports training, cultural activities and events or usage associated therewith.
- 5.3.12 The Authority may require the Concessionaire to adopt and display the logo, if any, of the Authority, and the Concessionaire shall adopt and display that logo in such

manner and at such places as may be specified by the Authority.

5.4 Obligations relating to change in ownership of the Concessionaire

5.4.1 The Concessionaire shall not undertake or permit any change in ownership except with the prior written approval of the Authority.

5.4.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that

- (a) All acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer or the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% or more of the total equity of the Concessionaire;
- (b) Acquisition of any control, directly or indirectly, of the Board of Directors of the Concessionaire by any person, either by himself or together with any person(s) acting in concert with him;
- (c) Change in composition of the Board of Trustees or such other governing body of the Concessionaire which is entrusted with the management of the affairs of the Concessionaire by virtue of its Trust Deed, such that 40% or more of the members of such body, as of the date of this Agreement are to be replaced or to be substituted by other persons, except when such substitution occurs on account of the death of a member; or
- (d) Acquisition of any control, directly or indirectly, of the governing council or management committee or such body of the Concessionaire, which is entrusted with the management of the affairs of the Concessionaire under its Rules, Bye-laws and Regulations, by any other person(s)

shall constitute a Change in Ownership requiring prior approval of the Authority, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of equity or control of the Board of Directors, change in composition of the Board of Trustees or acquisition of any control of the governing Council or management committee, as the case may be, of the Concessionaire without such prior approval of the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

ARTICLE 6:
OBLIGATIONS OF THE AUTHORITY

- 6.1 The Authority shall provide Grants from various Government schemes as provided in Schedule D, to all the schools handed over to the Concessionaire as per this Agreement.
- 6.2 The Authority shall provide benefit of all student welfare schemes of Central and State government, which are being received by other government schools' students to the students of schools handed over to the Concessionaire. This includes presently functional schemes as well as any new schemes which may be started at any time during the concession period. List of existing schemes is provided in Schedule C.
- 6.3 The Authority shall support, cooperate with and facilitate the Concessionaire in the implementation and operation of the schools in accordance with the provisions of this Agreement; and
- 6.4 The Authority shall make all the payments to the Concessionaire in the manner and within the time period specified in Article 12 of this Agreement.

ARTICLE 7:
REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

- 7.1.1 The Concessionaire shall abide by all rules, Acts, regulations, laws, of Government of India as well as Government of Rajasthan, applicable from time to time.
- 7.1.2 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association, trust deed, rules, regulations or bye-laws as the case may be, or be, or any Applicable Laws or any covenant, contract, Agreement, arrangement, understanding, decree or order to which it is a party or by which its properties or assets is bound or affected.
- 7.1.3 There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority the outcome of which may result in the breach of this Agreement or individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.
- 7.1.4 The Concessionaire shall not sub-let its responsibilities of teaching, maintaining or operationalising the schools, directly or indirectly to any other person or entity.
- 7.1.5 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely effect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8: PERFORMANCE SECURITY

8.1 Quantum of Performance Security

- 8.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority, no later than fifteen (15) days from the date of this Agreement, an irrevocable and unconditional Performance Security/ Bank Guarantee, from a Scheduled/ Nationalised Bank of India for a sum equivalent to, in the form set forth in Schedule F, five percent (5%) of the project cost as defined in the Bid document, in the form of Bank guarantee. The Performance Security/ Bank Guarantee shall remain in force until completion of the entire Concession Period.
- 8.1.2 Each Performance Security/ Bank Guarantee shall be renewed before the expiry of the validity period of the existing Bank Guarantee.

8.2 Appropriation of Performance Security/ Guarantee

- 8.2.1 Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or at law, be entitled to encash and appropriate the relevant amounts from the Performance Security/ Bank Guarantee as Damages for such Concessionaire Default. Upon such encashment and appropriation from the Performance Security/ Bank Guarantee, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation of the entire Performance Security/ Bank Guarantee or provide a fresh Performance Security/ Bank Guarantee, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with the provisions of Article 25. Upon replenishment or furnishing of a fresh Performance Security/ Bank Guarantee, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default. In the event if the Concessionaire Default is not remedied during the additional Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security/ Bank Guarantee as Damages, and to terminate this Agreement in accordance with the provisions of Article 25.

**ARTICLE 9:
RIGHT TO USE OF PROPERTY**

9.1 Right to Use of Property

- 9.1.1 The Site of the school shall comprise the real estate described in the joint site report given in Article 4.
- 9.1.2 In consideration of an agreed concession fee of Rs. 1 per annum, this Agreement, and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, from the Scheduled Commencement Date, right to use, in respect of all the land (along with any buildings, constructions or immovable assets thereon) identified in the joint site report on an 'as is where is' basis, free of any encumbrances, to operate, maintain and augment the said premises for the duration of the Concession Period and for the purposes permitted under this Agreement, and for no other purpose whatsoever. For the avoidance of doubt, it is expressly agreed by the Parties that the Site of the school identified in the joint site report shall remain in the ownership of Government of Rajasthan.
- 9.1.3 It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary and permanent structures erected on the said premises by the Concessionaire, the right to use the Site of the schools shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.
- 9.1.4 The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender or the rights granted hereunder at any time after the Concession Period has expired or has been terminated in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Concessionaire consents to it being registered for this purpose.
- 9.1.5 The Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all encumbrances and occupations and without the Concessionaire being required to make any Payment to the Authority on account of any costs, compensations, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.
- 9.1.6 The Concessionaire shall allow free access to the Site at all times for the authorized

representatives of the Authority and for the persons duly authorized by any Government Instrumentality to inspect the School and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

- 9.1.7 The Concessionaire shall not sub-licence or sub-let the whole or any part of the Site, provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint contractors for the maintenance of all or any part of the School premises. For the avoidance of doubt it is hereby expressly agreed that the actual teaching of students shall not be sub-let or given to contractors at any cost.
- 9.1.8 Upon submission of the joint site report, until the expiry of the Concession Period, the Concessionaire shall maintain a round the clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its own cost and expense.
- 9.1.9 All property taxes on the Sites shall be payable by the Concessionaire under Applicable Laws and shall not be reimbursed or payable by the Authority.
- 9.1.10 It is expressly agreed that mining, geological or archaeological rights do not form part of the right to use granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interests in the underlying , minerals , fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights interests any property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or any other persons from removing or damaging such interest or property and shall inform the removal of such property.
- 9.1.11 The Concessionaire shall take permission for cutting of the trees and disposing of felling trees as per existing Applicable Laws as well as from the Authority. For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Concessionaire and any revenues thereof shall be paid to the Authority.

9.2 Uses of Land and Buildings Specifically Prohibited

- 9.2.1 The Concessionaire is not allowed to use the school infrastructure for any purpose other than those specified under this Agreement.
- 9.2.2 Any political or religious event or gathering of any nature whatsoever are not allowed in the schools under this Agreement.

**ARTICLE 10:
MODIFICATION/ AUGMENTATION OF SCHOOL INFRASTRUCTURE**

10.1 Time period for modification/ augmentation of School infrastructure

- 10.1.1 On or after the Appointed Date, the Concessionaire shall, undertake construction for modification and/or augmentation of School Infrastructure as specified in Schedule E, within the Augmentation Period.
- 10.1.2 Augmentation Period shall be the period from the Appointed Date, upto 30th April 2020.

10.2 Works to be undertaken

- 10.2.1 The Concessionaire must undertake construction to meet the mandatory requirements as per Schedule E.
- 10.2.2 The Concessionaire may, at its own cost, undertake any construction beyond the items specified in Article 10.2.1 with the prior approval of the Authority. The cost of such construction which is not covered in Schedule E shall not be reimbursed by the Authority.
- 10.2.3 Prior to commencement of construction for modification/augmentation, the Concessionaire shall submit to the Authority or its authorized representative, its architectural design, drawings, augmentation cost of the works to be undertaken and construction time schedule for the completion of work.
- 10.2.4 By submitting the drawings for review to the Authority, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the construction criteria related thereto, are in conformity with the National Building Code, Applicable Laws, Applicable Permits, Guidelines of the Board of Affiliation and Good Industry Practices.
- 10.2.5 Within 15 (Fifteen) days of the receipt of the drawings, the Authority shall review the same and convey its observations to the Concessionaire. The Concessionaire shall not be obliged to await the observations of the Authority on the drawings submitted pursuant hereto beyond the said 15 (Fifteen) days period and may begin or continue construction works at its own discretion and risk.
- 10.2.6 If the aforesaid observations of the Authority indicate that the drawings are not in conformity with the provisions of this Agreement, such drawings shall be revised by the Concessionaire and resubmitted to the Authority for review. The Authority shall give its observations, if any, within 10 (Ten) days of receipt of the revised drawings.
- 10.2.7 No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the

Authority be liable for the same in any manner.

- 10.2.8 If, the Concessionaire fails to develop school infrastructure as per mandatory norms given in Schedule E within the Augmentation period, a grace period upto 365 (Three Hundred Sixty Five) days shall be granted to complete the said modification/ augmentation of school infrastructure, with imposition of a penalty of Rs. 50,000/- for every month's delay. The augmentation work shall be considered completed as per mandatory norms upon the submission of Completion/ utilization certificate as per the provisions of Article 10.5.3.
- 10.2.9 If, the Concessionaire fails to develop mandatory infrastructure as per norms, even after the completion of the Grace period, the Agreement with the Concessionaire for the entire cluster shall stand terminated with effect from 30th April 2021.

10.3 Inspection of Construction

- 10.3.1 The Authority may, in its discretion, authorise a person or firm or agency to inspect the construction works at any time and make a report of such inspection stating in reasonable detail the defects or deficiencies, if any, and it shall send a copy of the inspection report to the Concessionaire within 15 (fifteen) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies stated in the Inspection report. Such inspection or submission of inspection report by the Authority shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

10.4 Tests

- 10.4.1 The Concessionaire shall, during the course of construction and upon completion thereof, undertake or cause to be undertaken such tests as may be necessary in accordance with good industry practice for quality assurance. The Concessionaire shall take such remedial measures as may be necessary for rectifying any defects or deficiencies specified in the results of such tests and shall keep a record of such tests and the remedial measures, if any.
- 10.4.2 The Authority may, in its discretion, require the Concessionaire to carry out or cause to be carried out such sample tests, in such manner as may be specified by the Authority, in accordance with good industry practice for quality assurance. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Authority and furnish the results thereof to the Authority. For the avoidance of doubt, the costs to be incurred on any test which is undertaken hereunder shall be borne by the Concessionaire.
- 10.4.3 In the event that results of any tests conducted under this Article, establish any defects or deficiencies in the construction works, the Concessionaire shall carry out remedial measures and furnish a report to the Authority in this behalf. The Authority

may require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the construction works into compliances with the specification and standards, and the procedure set forth in this Article 10.4 shall be repeated until such construction works conform to the specifications and standards. For the avoidance of doubt, it is agreed that tests pursuant to this Article 10.4 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with good industry practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Authority forthwith.

10.5 Completion

10.5.1 No later than 30 (thirty) days prior to the likely completion of the school infrastructure, the Concessionaire shall notify the Authority of its intent to subject the school infrastructure to completion test in conformity with the provision of Article 10.4 and no later than 7 (Seven) days prior to the actual date of such completion tests, furnish to the Authority, particulars of all works forming part of the school infrastructure.

10.5.2 The Authority shall appoint a representative to inspect and test the school infrastructure and certify that it is safe and complete for use by students in conformity with the relevant regulations, specifications, standards and bye-laws and as per mandatory requirements in Schedule E. The representative so appointed shall, within 15 days of actual completion of the School Infrastructure (as prescribed in Articles 10.3, 10.4 and 10.5.1) give a certificate in the format prescribed by the Authority, stating that the school infrastructure meets all the mandatory requirements given in Schedule E, that it can safely and reliably be placed in service and all approvals required for commencing operation of the school have been obtained under Applicable Laws.

10.5.3 Thereafter, upon receipt of the prescribed certificate from the representative of the Authority, the Concessionaire shall submit a Completion/utilization certificate in the form prescribed by the Authority to the Head of the technical wing of RCSE/ the Authority or its authorized representative. The date of receipt of such Completion Certificate shall be the "Date of Completion".

10.5.4 Notwithstanding anything contained in Article 10.5.3., no construction shall be considered to be completed until the Concessionaire meets the provisions of Articles 10.2, 10.3., 10.4 & 10.5.

10.6 Quantum of Infrastructure Support

10.6.1 After the receipt of the Completion certificate, The Authority shall appoint an independent agency, in agreement with the Concessionaire, who shall visit the Site

of the said school within fifteen (15) days and assess the cost of work done and submit an Assessment Report, in the format prescribed by the Authority, to the Head of the technical wing of RCSE or its authorized representative.

- 10.6.2 Where the Assessment Report finds that the cost of work done by the Concessionaire is lower than the Completion Certificate submitted by the Concessionaire, the same will be shared with the Concessionaire, who will be given fifteen (15) days time to make any representation against the independent agency's Assessment Report to the head of the technical wing of RCSE or its authorized representative.
- 10.6.3 The head of the technical wing of RCSE shall, based on the Assessment Report of the independent agency, Completion Certificate submitted by Concessionaire and the response, if any, of the Concessionaire to the said Assessment Report, finalise the claimed reimbursement amount as per provisions of Article 10.6.4 to Article 10.6.10 within fifteen (15) days of receiving the response of the Concessionaire or the Assessment Report, as the case may be. For the avoidance of doubt, the decision of the head of the technical wing of RCSE, as to the claimed reimbursement amount shall be final.
- 10.6.4 The Concessionaire shall, after receiving the Assessment Report, or the decision of the Head of Technical wing of RCSE , as the case maybe , submit in triplicate an invoice, along with supporting documents, in the form acceptable to the Authority, duly signed by the authorized signatory of the Concessionaire, setting out the computation of the amount due and payable by the Authority to the Concessionaire.
- 10.6.5 The Concessionaire shall open a separate bank account for receiving Infrastructure Support, which may be Escrow Bank Account with the Bank ('Escrow Bank') from whom the Concessionaire may have borrowed capital for infrastructure works. This bank account shall be the designated account into which the Authority shall transfer the amount due and payable as Infrastructure Support.
- 10.6.6 Where an Escrow Account is opened, the nature and scope of the Escrow Account shall be fully described in the agreement ('Escrow Agreement') to be entered into amongst the Concessionaire, the Authority and the Escrow Bank.
- 10.6.7 For the investment of Rs. Seventy Five (75) lakhs and above (determined as per Article 10.5) on modification/ augmentation of infrastructure by the Concessionaire of works given in Schedules E, the Authority shall reimburse a fixed amount of Rs. Sixteen (16) lakhs per year upto seven (7) years. For the purpose of calculating seven (7) years, the year of Date of Completion shall be taken as the first year of reimbursement. This amount is inclusive of interest on investments also.
- 10.6.8 In case the investment is less than Seventy Five (75) lakhs, the Authority shall reduce the reimbursement amount, in proportion to Article 10.6.5. The Authority will reimburse the proportionate cost incurred on investment on modification/

augmentation of infrastructure by the Concessionaire, computed as per Article 10.6.2.

10.6.9 For every subsequent year, the payment shall be released to the Concessionaire based on a fresh invoice to be submitted by the Concessionaire to the Authority. Such invoice may be submitted by the Concessionaire at any time during a given financial year.

10.6.10 The Authority shall disburse annual installment of Infrastructure Support as and when due, but not later than 30 (Thirty) days of receiving of invoice from Concessionaire along with necessary particulars.

10.6.11 All amounts due and payable to the Concessionaire under the provisions of this Agreement shall be paid within the period given in the respective Articles. In the event of delay beyond such period, the Authority shall pay interest at the rate of six (6) percent per annum for the period of delay, calculated on the amounts payable.

ARTICLE 11:
OPERATION AND MAINTENANCE OF SCHOOL INFRASTRUCTURE

11.1 O&M obligations of the Concessionaire

11.1.1 During the Concession Period, the Concessionaire shall operate and maintain the School infrastructure at its own costs in accordance with this agreement either by itself, or any third party if required to modify, repair or otherwise make improvements to the school infrastructure to comply with the provisions of this agreement, Applicable Laws and applicable permits, and conform to specifications and standards, good industry practice and Good Education Practice. The obligations of the Concessionaire hereunder shall include

- (a) Ensuring smooth and uninterrupted operation of the school Infrastructure and associated facilities during normal operating conditions;
- (b) Making the School Infrastructure available for use of students in accordance with Schedules E of this Agreement;
- (c) Minimizing disruption to school activities in the event of accidents or other incidents affecting the safety and use of the school infrastructure by providing a rapid and effective response and maintaining liaison with medical emergency services from hospitals in the near vicinity of school premises;
- (d) Carrying out periodic preventive maintenance of the School Infrastructure;
- (e) Undertaking routine maintenance including prompt repairs of the school infrastructure;
- (f) Undertaking major maintenance such as renovation of the school infrastructure, repair or replacement of furniture , teaching aids, equipment and other facilities and amenities of the school;
- (g) Preventing with the assistance of the concerned law enforcement agencies/ private security guards, any encroachments on, or unauthorized entry to the school premises;
- (h) Protection of the environment and provision of equipment and materials thereof;
- (i) Operation and maintenance of all systems and equipments necessary for the efficient operations of the school and for providing quality education;
- (j) Complying with safety requirements in accordance with the relevant Guidelines/ rules/ Applicable Laws;
- (k) Maintaining punctuality and reliability in operating the school infrastructure;
- (l) Maintaining a high standard of cleanliness and hygiene in the school; and
- (m) Maintaining the class rooms, laboratories, library and other facilities and amenities in the school in accordance with the provisions of this Agreement,

relevant guidelines and Good Education Practice;

- (n) Provided further any such obligation under this Article shall not involve any financial burden on the Authority or State Government.

11.1.2 The Concessionaire shall after completion of any construction work, remove promptly from the school premises all surplus construction machinery and material, waste materials, rubbish and other waste and keep the school premises in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and good ethical practice.

11.2 Maintenance Requirements, Safety, Breakdowns & Accidents

11.2.1 The Concessionaire shall ensure that at all times during the Concession Period, the school infrastructure and ground premises, equipments shall be maintained in conformity with accessibility, safety, security and accepted standard conventions. Concessionaire shall repair and maintain building, adjoining premises in such a fashion that general maintenance and safety norms are adhered to, and that the building/ premises any equipment and infrastructure used anywhere by concessioner do not pose any health or safety hazard to students, staff and general public.

11.2.2 The Concessionaire shall make provisions for maintenance of project assets and shall provide for life cycle maintenance, routine maintenance and major maintenance which may be reasonably necessary for maintenance and repair of the school infrastructure, including replacement of any furniture, equipment, teaching aids, facilities and amenities, such that its overall condition conforms to good ethical practice and good education practice.

11.2.3 The Concessionaire shall ensure safe conditions for the students, visitors and staff, and in the event of unsafe conditions, structural damages and accidents, it shall follow the relevant operating procedures and undertake the safe removal of obstruction, debris and dangerous spills and leakages without delay. Such procedures shall conform to the provisions of this agreement, Applicable Laws, Applicable Permits and good Industry/ Ethical Practices.

11.2.4 The Concessionaire's responsibility for rescue operations in the school premises shall include safe evacuation of all students, visitors and staff from the affected area as an initial response to any particular incident requiring evacuation and shall also include prompt and safe removal of dangerous spills, leakages, debris or any other obstruction, which may endanger or interrupt the smooth, safe and efficient functioning of the School.

11.2.5 Provisional safety guidelines are provided in Schedule H. The list of activities therein is only indicative and not exhaustive.

11.3 De-Commissioning Due to Emergency and Re-Commissioning thereafter

- 11.3.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the school infrastructure, the Concessionaire shall be entitled to de-commission and close the whole or any part of the school, as the case may be, to students, visitors, and staff for so long as such emergency and the consequences thereof warrant: provided that such de-commissioning and particulars thereof shall be notified by the Concessionaire to the Authority without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.
- 11.3.2 The Concessionaire shall re-commission the school infrastructure or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have abated as to enable the Concessionaire to re-commission the school infrastructure and shall notify the Authority of the same without any delay.
- 11.3.3 Any decommissioning or closure of any part of the School Infrastructure and the re-commission thereof shall, as soon as practical, be brought to the notice of affected persons by the means of public announcements/notice.

11.4 Restoration of Loss or Damage to the School

- 11.4.1 Save and except as otherwise expressly provided in this agreement, in the event that the School Infrastructure or any part thereof suffers any loss or damage during the concession period from any cause whatsoever, the Concessionaire shall, and its cost and expense, rectify and remedy such loss or damage forthwith so that the School Infrastructure conforms to the provisions of this Agreement.
- 11.4.2 In the event that the Concessionaire undertakes maintenance or repair of any section of a School during working hours, the Concessionaire shall ensure that all safety precautions are taken and that regular activities of the School shall not get affected.
- 11.4.3 In the event the Concessionaire does not maintain and / or repair the School or any part thereof and fails to commence remedial work within 15 days of receipt of a notice in this behalf from the Authority or a nominee thereof, the Authority shall, without prejudice to its rights under this Agreement including termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to the recovery of the aforesaid cost, a sum equal to 20% of such cost shall be paid by the Concessionaire to the Authority as damages, which shall be deductible from any bills of reimbursement of the Concessionaire.

11.5 Modifications to the School Infrastructure

- 11.5.1 The Concessionaire shall notify the Authority of any proposed modifications to the school Infrastructure along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within 15 (fifteen) days of receiving the Concessionaire's proposal.
- 11.5.2 For the avoidance of doubt, the parties agree that all modifications made here under shall comply with the safety requirements specifications and standards, Applicable Laws, good industry practice and the provisions of this agreement. The parties further agree that the provisions of this Article shall apply only to material modifications involving structural changes in the school infrastructure.
- 11.5.3 The Concessionaire shall not undertake or permit any form of commercial advertising or display or hoarding at any place in the school premises.

**ARTICLE 12:
MONITORING OF OPERATION AND MAINTENANCE OF SCHOOL
INFRASTRUCTURE**

12.1 Quarterly Status Reports

- 12.1.1 During Concession period, the Concessionaire shall, no later than 15 (fifteen) days after the close of each Quarter, furnish to the Authority and the Independent Panel a Quarterly report in the form acceptable to the Authority , stating in reasonable detail the condition of the School Infrastructure including its compliance or otherwise with concerned Board of Affiliation / Government of Rajasthan/ Government of India guidelines, maintenance requirements, maintenance programme and safety requirements, and shall promptly give such other relevant information as may be required by the Authority. In particular, such report shall separately identify and state in reasonable details the defects and deficiencies that require rectification.
- 12.1.2 During Concession period, the Concessionaire shall, no later than 10 (ten) days after the close of each quarter furnish an online monthly management report, in the format prescribed by the Authority.

12.2 Inspection

- 12.2.1 Any authorized representative from Government of Rajasthan shall be free to inspect at any time the quality of education being imparted or the overall operations and maintenance of the School.

ARTICLE 13:
MANAGEMENT OF THE SCHOOL & MONITORING

13.1 Management Committee

- 13.1.1 The School Management and Development Committee/School Management committee (SMDC/SMC) of the schools given to the Concessionaire under this Agreement will continue to function as in other government schools.
- 13.1.2 The Authority will fix upper ceiling on development charges/ students funds from time to time. The final decision on utilization of school/development funds will lie with SMDC/SMC only.
- 13.1.3 All development charges payable by the students shall be collected and appropriated by the Concessionaire for management, operation and development of the school into the bank account of School Management and Development Committee ("SMDC"/ "SMC"). The Concessionaire shall maintain a separate account for the receipts and expenditures in respect of the development charges.
- 13.1.4 The constitution, powers and functioning of SMDC/SMC shall be as specified by the Directorate/ Government/ Central Government/ Right to Education Act.
- 13.1.5 The Principal of the School shall be the Chief Executive Officer of the school with full responsibility for day to day management and functioning of the School in conformity with the provisions of this Agreement, concerned Board of Affiliation's guidelines, rules and circulars issued by Directorate/ Government/ Central Government from time to time and Good Education Practice. In particular the Principal shall implement the decisions of 'SMC'/ 'SMDC'. The Principal shall, at all times be accountable to the 'SMC'/ 'SMDC'.

13.2 Composition of State Level Monitoring Committee

- 13.2.1 A State Level Empowered Committee ('SLEC'), as provided for in the Department of Education notification no. F.1(2)Edu-1/2014 dated 12.09.2017 i.e. the Policy shall function as the State Level Monitoring Committee ('SLMC'). It shall also include 1 (One) representative of each Concessionaire. SLMC Meeting will be organized at least once in six (6) months. The Chairman of SLMC may invite any other agency/individual/entity as per requirement to this meeting.

13.3 Functions of SLMC

- 13.3.1 The functions and powers of the SLMC shall include, inter alia, the following
- (a) Overseeing and ensuring smooth functioning of the school in conformity with the provisions of this Agreement, concerned Board of Affiliation's guidelines,

rules and circulars issued by Directorate/ Government/ Central Government from time to time and Good Education Practices;

- (b) Monitoring the admissions, appointments, vacancies and academic standards and other performances standards of the school and suggesting corrective measures where required;
- (c) Ensuring financial propriety and discipline, including review of the annual budget of the school;
- (d) Study various assessment reports, received from time to time, on the functioning of the schools under the operation and management of the Concessionaire and make suggestions/ give directions in the best interest of the Schools concerned , in accordance with the terms and conditions of this Agreement and Good Educational Practices.

ARTICLE 14: OPERATION OF THE SCHOOLS

14.1 Operation of the Schools

The Concessionaire shall operate the School in accordance with the provisions of this Agreement, concerned Board of Affiliation's guidelines, rules and circulars issued by Directorate/ Government/ Central Government from time to time and Good Education Practice.

14.2 Affiliation & Medium of the School

The Concessionaire will have right to decide affiliation of school and medium of instruction (Hindi and/or English), subject to consent of respective SMDC/SMC. For the avoidance of doubt, it is expressly agreed that any and all expenses arising from and/or as a consequence of change of Affiliation from the present Affiliation of the school, shall be borne by the Concessionaire and shall not be reimbursed by the Authority.

14.3 School Calendar and Timing

School calendar and timings for schools affiliated with Board of Secondary Education Rajasthan (BoSER), shall be as prescribed by the Directorate/ Government/ Central Government from time to time. Schools affiliated to Boards other than BoSER shall follow the calendar and timings as prescribed by the concerned Board of Affiliation.

14.4 School Upgradation

14.4.1 The Concessionaire may upgrade any of the school under its operation and management to Senior Secondary Schools (i.e., add Class XI and Class XII) with the permission/ recognition of the Board of Affiliation.

14.4.2 The Concessionaire shall ensure that all norms, rules, guidelines of the Board of Affiliation regulating appointment and qualification of teachers, minimum infrastructure, and such other parameters as maybe given therein, are met with upon such upgradation.

14.4.3 The Concessionaire shall obtain all necessary permissions from the competent authorities in respect of upgradation of school at his own cost.

14.4.4 Notwithstanding anything to the contrary in the Agreement, all costs incurred by the Concessionaire upon such upgradation shall be borne by the Concessionaire.

14.4.5 The Concessionaire shall be entitled to claim Student Expenditure Support for the additional students of Class XI and XII subject to the prescribed Maximum Permitted Capacity.

14.4.6 When any school is so upgraded, the Concessionaire shall inform the Authority in writing of such upgradation within fifteen (15) days.

14.5 Feedback From Students and Parents

14.5.1 The School Management shall endeavour to obtain feedback from Students at least once a year.

14.5.2 The School Management shall endeavour to obtain feedback in at least once a year from the Parents of each Student.

14.5.3 The School Management shall organize a combined meeting of Parents and Teachers as per the guidelines/rules of Directorate/ Government/ Affiliating Board.

14.6 Provision of CCTV

14.6.1 The School Management shall install and operate a CCTV system in the school premises as per the guidelines issued by the Authority in this regard. The monitoring screens connected to each camera of the CCTV shall be installed in a room for observation by person/persons authorized in this behalf by the School Management and/ or the Authority.

14.6.2 All recording on CCTV shall be classified and stored by the School Management for a period of at least three (3) months from the date of such recording.

14.7 Reports of unusual occurrence

14.7.1 The Concessionaire shall be responsible to ensure that the School management shall send to the Authority and Station House Officer (SHO) of the concerned Police Station, by fax or email, a report stating accidents and unusual occurrences on the school premises relating to the safety and security of the students, visitors and staff. A monthly summary of such reports, if any, shall also be sent within three (3) days of the closing of each month. For the purpose of this Article, accidents and unusual occurrences in the school premises shall include:

- (a) Death or injury to any person;
- (b) Episode of sexual assault or rape;
- (c) Suicide of a student or a member of staff;
- (d) Abduction or attempted abduction of any student;
- (e) Any physical or mental injury or intimidation caused to any student by a person engaged by the school management or by any other person acting on its behalf;
- (f) Smoke or fire;
- (g) Flooding of the school premises;

- (h) Any other incident akin to the incidents listed above;
- (i) Such other relevant information as may be reasonably required by the Authority.

ARTICLE 15: VOCATIONAL EDUCATION

15.1 Vocational Education in the School

15.1.1 The Concessionaire shall provide vocational education to its Students in accordance with the applicable National Skill Qualifications Framework (the "NSQF"), if the said school has been selected for the same by the annual PAB and existing norms.

15.1.2 Notwithstanding article 15.1.1, the Concessionaire may provide vocational education to its students as per NSQF guidelines, as per its discretion. Such discretion should be exercised in consultation with Authority. For the avoidance of doubt, all costs for such courses shall be borne by the Concessionaire. The Concessionaire shall ensure that all norms and standards are followed as per guidelines / orders / statutes issued in this regard from time to time by the competent authorities.

15.2 Counselling for Vocational Training

The Concessionaire may provide counseling to the students for identification and selection of vocational training courses based on their aptitude, job opportunities and market trends, and to assist them in securing jobs upon passing out from the school.

15.3 Communication Skill Development

The Concessionaire may conduct soft skills programmes to enable all Students to develop their communication skills and etiquette. The programme may, inter alia, include business correspondence, team building, leadership, group discussion, debating, time management, participation in interviews, effective resume writing and improving interpersonal skills.

ARTICLE 16:
SPORTS AND CO-CURRICULAR ACTIVITIES

- 16.1** The Concessionaire will promote and conduct all kinds of sports and co-curricular activities as per the Shivira calendar (annual calendar issued by Directorate) for schools affiliated with BoSER and as per the calendar of the respective Board of Affiliation for schools affiliated with other Boards in all the schools in the Cluster.
- 16.2** The School Management shall prepare and publish an activity calendar at the beginning of every Academic Year to ensure planning, preparation and performance of sports and co-curricular activities and shall include sports events, science and social science exhibition, annual day and national festivals such as the Independence Day and Republic Day.

ARTICLE 17:
APPOINTMENT AND PERFORMANCE OF TEACHING AND NON TEACHING
STAFF

17.1 Appointment of Staff Members

- 17.1.1 Concessionaire shall appoint teaching and non teaching staff as prescribed in Schedule B of this Agreement (hereinafter '*Minimum Mandatory Standards for Teaching and Non-Teaching Staff*'). However, if the Board of Affiliation requires appointment of additional teaching / non teaching staff, the Concessionaire shall appoint additional staff to meet the requirements of the standard prescribed by the Board of Affiliation. Provided that, the appointment of teachers, shall not be below the Minimum Mandatory Standards for Teaching and Non-Teaching Staff prescribed in Schedule B of this Agreement.
- 17.1.2 Concessionaire may appoint teaching and non teaching staff beyond the Minimum Mandatory Standards for Teaching and Non-Teaching Staff prescribed in Article 17.1.1 at his own discretion.
- 17.1.3 The Concessionaire shall have autonomy in all internal operational decisions including teacher selection, retention, salaries, and bonuses, subject to transparent declarations of teacher qualifications and service conditions, subject to all Applicable Laws.
- 17.1.4 The Government will not have any liability towards staff appointed by the Concessionaire. For avoidance of doubt, it is expressly agreed that teachers and staff shall be the employees of the Concessionaire and under no circumstances shall be accepted as government employees nor shall have any rights to regularization against any government posts, during and after the Concession Period.
- 17.1.5 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/ or controlled entities/ enterprises, (the" Authority Indemnified Persons") against any all suits, proceedings, actions, demands and claims from any staff appointed by the Concessionaire for any loss, damage, cost, expense of whatever kind and nature. For avoidance of doubt, it is expressly agreed that the Concessionaire shall indemnify, defend, save and hold harmless the Authority against any all writ petitions, representations and proceedings for regularization against any government posts, during and after the Concession Period.
- 17.1.6 Any appointment by the Concessionaire for providing of any services teaching or otherwise shall expressly set out the above conditions.

17.2 Training of Teachers

- 17.2.1 The School management shall at all times procure and ensure the training of all

teachers in accordance with directions of Directorate/ Government, directions of the Board of Affiliation and Good Education Practices.

17.2.2 The Concessionaire shall ensure participation of its teachers in the training programmes conducted by the Authority from time to time as and when so required by the Authority.

17.3 Attendance of Staff

17.3.1 The Concessionaire shall ensure that attendance of all staff members is recorded through a web enabled online Biometrics Attendance system, and reports shall be generated as prescribed by the Authority.

17.3.2 In case of non availability of electricity connection / internet services, exceptions may be made to the condition specified in Section 17.3.1 by the Authority on case to case basis, on receipt of written request from the Concessionaire.

17.4 Penalties

17.4.1 In the event of violation of any provisions of Article 17, after the Actual Commencement Date, at the time of any Inspection or as per any Assessment or otherwise, the Authority shall recover penalty in the following manner:

- (a) For each day of non-availability of teaching/ non teaching staff against the norms prescribed in Schedule B beyond a period of thirty (30) days continuously in a given Academic Year, excluding period of summer vacations, a penalty of Rs. 1,000/- per day for each such day of non-availability shall be levied. For the avoidance of doubt, non-availability of the first thirty (30) days shall not be penalized. Thereafter, the penalty shall be levied for every day of non-availability, for the period of non-availability beyond thirty (30) days continuously.
- (b) To illustrate, if in a particular school:
 - I. Total minimum required mandatory teaching /non teaching staff = 10;
 - II. staff member remains unavailable from 5th Nov 2018 to 10th Dec 2019 , i.e., for a period of 36 days;
 - III. 2nd staff member remains unavailable from 15th Jan 2019 to 28th Feb 2019, i.e., for a period of 45 days;
 - IV. In the above case, the penalty levied shall be Rs. 21,000/- (6 x 1000 = Rs. 6000 + 15 x 1000= Rs. 15000), to be deducted as per the provisions of this Agreement.

ARTICLE 18:
ADMISSION OF STUDENTS

18.1 Admission of Students

18.1.1 The Concessionaire shall grant admission to students without any screening process.

18.1.2 Maximum Permitted Capacity of students shall be as follows:

- (a) For schools of class I to X : 710 students
- (b) For schools upgraded to class XII : an additional 400 students for classes XI & XII

18.1.3 All students enrolled at the time of handing over of schools to Concessionaire shall continue to remain enrolled therein.

18.1.4 New admissions shall be granted in the following manner:

- (a) All students in the revenue village of the school, have to be given admission in the school notwithstanding the prescribed Maximum Permitted Capacity as defined in Maximum Permitted Capacity.
- (b) If there are vacancies thereafter, a lottery shall be held to admit students of that gram panchayat.
- (c) If there are still more vacancies then remaining applicants will be admitted on the basis of another lottery.

18.1.5 Article 18.1.2 to 18.1.4 shall at all times be subject to the condition that the Concessionaire shall maintain the teaching and non-teaching staff norms and infrastructure norms as given in Schedules B & E.

18.2 Attendance of Students

18.2.1 Attendance shall be calculated as per the existing guidelines of the Directorate of Elementary Education and Directorate of Secondary Education.

18.2.2 The Concessionaire shall ensure that attendance of all the students is recorded through a web enabled online Biometrics Attendance system, and reports shall be generated as prescribed by the Authority.

18.2.3 In case of non availability of electricity connection / internet services, exceptions may be made to the condition specified in Section 18.2.2 by the Authority on case to case basis, on receipt of written request from the Concessionaire.

18.2.4 Student Expenditure Support shall be calculated as follows:

- (i) for the number of enrolled students having attendance of 60% and above

in a given Academic Year - 100% of Per Student Expenditure Support shall be due and payable by the Authority

(ii) for the number of enrolled students having attendance of 50% and above but below 60% in a given Academic Year - 50% of Per Student Expenditure Support shall be due and payable by the Authority

(iii) number of students enrolled in the school for the purpose of calculating Student Expenditure Support shall not include the number of students having attendance below 50% in a given Academic Year and no Per Student Expenditure Support shall be due and payable by the Authority for such students.

18.2.5 The Concessionaire shall be entitled to reimbursement of Student Expenditure Support to the extent of Maximum Permitted Capacity. In case the number of students exceeds the prescribed Maximum Permitted Capacity on account of Articles 18.1.3 to Article 18.1.4, the prescribed Maximum Permitted Capacity of that school shall be deemed to be extended to that extent subject to compliance with Article 18.1.5

**ARTICLE 19:
OTHER SERVICES**

19.1 Grants

19.1.1 The Authority shall provide grants as specified in Schedules D to the Concessionaire as per the guidelines of respective schemes. The Concessionaire shall utilize these Grants as per the guidelines of the respective schemes and the Authority from time to time.

19.2 Student Benefit Schemes

19.2.1 The student benefit schemes specified in Schedule C, available to students of Government schools and as maybe created / amended / changed in future, shall be available to the students of these schools during the Concession Period.

ARTICLE 20:
MEASURES FOR HOLISTIC DEVELOPMENT OF STUDENTS

20.1 Holistic Development of Students

- 20.1.1 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 domain such as sports, literary and cultural activities. It shall integrate the dimensions of social, emotional, physical, cognitive and ethical aspects in its curriculum and shall enable the students to acquire life skills and prepare them for citizenship responsibilities and successful careers. The curriculum, including the syllabi, shall be provided to students, parents and teachers and shall also be placed in the school library and on the website, if any.
- 20.1.2 The Concessionaire shall fully integrate the applicable curriculum framework, published by Rajasthan State Board of Secondary Education / concerned Board of Affiliation, in all aspects of the curriculum of the school.
- 20.1.3 The Concessionaire 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.
- 20.1.4 At the end of each Academic year, the management shall ask teachers and parents for feedback on the quality of delivery and classroom transactions of the scholastic and supporting activities in the school in a form acceptable to the Authority and such feedback shall be consolidated while determining the scholastic and other activities for the following Academic year.
- 20.1.5 The school shall follow Board of Secondary Education Rajasthan/ CBSE/ other Board of Affiliation Guidelines and instructions issued from time to time in respect of internal evaluation, periodic inspections and academic audit.

20.2 Assessment of Learning Outcomes

- 20.2.1 The Parties agree that the teaching and learning process is incomplete without an assessment of the learning outcomes which also provide a feedback to the students and teachers about transactions in the classroom. The Assessment of all students from class 1 to 10 shall be undertaken in accordance with the rules/ guidelines/ orders issued from time to time by the competent authority and the Authority.
- 20.2.2 The Concessionaire shall ensure that the pedagogical practices prescribed by the concerned Board of Affiliation or other competent authorities are followed.

20.3 Board Examination

20.3.1 Students of the schools handed over to the Concessionaire shall be required to appear for any assessment as prescribed by the Authority and the Board of Affiliation from time to time.

20.4 Annual Assessment of School Performance

20.4.1 There shall be an Annual Assessment of school performance for every school under the operation and management of the Concessionaire by a District level Assessment Committee (DLAC) constituted by the Authority.

20.4.2 DLAC shall conduct as assessment of the overall performance of each school run by the Concessionaire in each District as per the Minimum Standards of Performance prescribed in Articles 20 & 21 of this Agreement.

20.4.3 The Concessionaire shall make available to all or any member of DLAC, all the records/documents/ registers/other material as may be sought by the DLAC for the purpose of this Assessment.

20.4.4 The Concessionaire shall permit all members of DLAC to inspect the premises/ interact with the students and members of the staff as per their requirement for conducting this Assessment.

20.4.5 The DLAC shall carry out this Assessment after the end of each Academic Year and shall ensure that their Assessment does not in any way hamper the day to day functioning or teaching or other activity of the School.

20.4.6 The DLAC shall submit its report to the Authority and one copy thereof to the Concessionaire.

20.5 Third Party Annual Evaluation

20.5.1 Notwithstanding anything in Article 20.4, an Annual Evaluation of performance of schools handed over to the Concessionaire shall also be done by a third party engaged by the Authority ("Third Party Assessor") with respect to the Minimum Standards of Performance as prescribed in Article 20 and Article 21 as well as on other parameters prescribed in this Agreement. In such evaluation, the Third Party Assessor shall vet the report /findings of the District Level Assessment Committee.

20.5.2 The Concessionaire shall make available to such Third Party Assessor, all the records/documents/ registers/other material as may be sought by the DLAC for the purpose of this annual evaluation.

20.5.3 The Concessionaire shall permit such Third Party Assessor to inspect the premises/ interact with the students and members of the staff as per their requirement for conducting this annual evaluation.

20.5.4 The Third Party Assessor shall carry out this annual evaluation after the end of each

Academic Year, after the receipt of the District Level Assessment Committee report.

- 20.5.5 The Third Party Assessor shall submit its report to the Authority and one copy thereof to the Concessionaire.
- 20.5.6 The Authority shall place a copy of such annual evaluation before the SLMC, who will take further action as per provisions of Article 13.3.
- 20.5.7 The failure of the Concessionaire to maintain prescribed Minimum Standards of Performance prescribed in this Agreement shall invite penalty for each instance of failure as per provisions of the Agreement.

**ARTICLE 21:
MINIMUM STANDARDS OF PERFORMANCE**

21.1 Attendance

- 21.1.1 The Concessionaire shall ensure that the average annual attendance of each enrolled student for whom Student Expenditure Support is claimed is not less than 50% in an Academic Year.
- 21.1.2 The Concessionaire shall not be entitled to claim Student Expenditure Support for students having attendance less than 50% in an Academic Year.
- 21.1.3 The Student Expenditure Support for students having attendance of 50% and above shall be calculated as provided for in Article 18.2.4.

21.2 Exam Results

- 21.2.1 Notwithstanding the above provisions of Article 21, if in the Board Exam of any year for Classes X & XII, 25% or more of the students do not receive the Pass marks as defined in the concerned Board of Affiliation's guidelines, the Concessionaire shall have failed to maintain the Minimum Standards of Performance (MSP) required in this Agreement and / or issued in this regard by the Authority/Department of School Education and shall be liable to pay penalty for each class separately in the following manner

% of students securing Pass marks	Penalty
>= 75%	Nil
>=65% & <75%	Rs. 20,000/-
>=55% & <65%	Rs. 60,000/-
<55%	Rs. 1,20,000/-

- 21.2.2 Notwithstanding the above provisions of Article 21.2.3, if in the Board Exam of any year, for Classes X & XII, a minimum of 10% of the students do not receive more than 75% marks, the Concessionaire shall have failed to maintain the Minimum Standards of Performance required in this Agreement and / or issued in this regard by the Authority/Department of School Education and shall be liable to pay penalty in the following manner

% of students securing >=75 marks	Penalty
>= 10%	Nil
>=5% & <10%	Rs. 60,000/-
<5%	Rs. 1,20,000/-

- 21.2.3 The Concessionaire shall be required to ensure participation of all the schools handed over to him, in any assessment for classes I to VIII, prescribed by the Authority for other government schools from time to time.

- 21.2.4 On the basis of assessments conducted as per Article 21.2.3, the Concessionaire shall be penalized if learning outcomes of 40% or more children in each class so assessed are found to be below the class appropriate level. The penalty shall be an amount of Rs. 50,000/- for each class found to be below the norms prescribed herein.
- 21.2.5 For the purpose of calculating the percentage of students in Articles 21.2.1 to 21.2.4, only those students who complete 50% and above attendance shall be considered.
- 21.2.6 For the avoidance of doubt, the Concessionaire shall have to meet the Minimum Standards of Performance prescribed above for each school within the given cluster separately. Penalties shall also be levied for each school within the given cluster separately.
- 21.2.7 The penalties prescribed in Article 21 shall begin to be levied on the basis of academic outcome of Academic Year 2021-2022.
- 21.2.8 The amount of penalties shall be escalated every year based on increase in CPI of the preceding financial year.

21.3 Exam Results Awards and Honours

- 21.3.1 The Concessionaire shall regularly encourages and nominate its students for state and National awards, scholarships and honors recognized by National or state level organizations (the "Recognized Awards"). Such awards shall be evidenced by submission of a copy of appropriate certificate issued by the relevant National or state level organization for each student or school, as the case maybe in respect of which a recognized award is being claimed. For the avoidance of doubt, an organization shall be considered as a National level organization if it is affiliated or accredited to an Authority, board, association or society recognized by the central government as a National or inter-state entity or which has been created by central Law, and an organization shall be considered as a state level organization if it is affiliated or accredited to an Authority, board, association or society recognized by the Government of Rajasthan or which has been created under a State law.
- 21.3.2 The Concessionaire shall at all times maintain a record of the Recognized Awards won by the Students and submit the same to the Authority at the end of each Academic Year.

ARTICLE 22: STUDENT EXPENDITURE SUPPORT

22.1 Student Expenditure Support

22.1.1 The Authority agrees and undertakes to provide to the Concessionaire Student Expenditure Support in accordance with the provisions of this Agreement (the "Student Expenditure Support"). The Student Expenditure Support payable by the Authority hereunder shall be determined in accordance with the provisions of Article 21.

22.1.2 The maximum number of students for the purpose of computation of Student Expenditure Support in any Academic Year shall be as prescribed in Article 18, subject to the attendance norms prescribed in Article 21.1.1.

22.2 Reimbursement of Student Expenditure Support

22.2.1 The "Per Student Annual Expenditure Support" amount in the first financial year shall be the amount quoted by the Concessionaire in the bid and approved by the Authority and for each subsequent financial year, it shall be revised as per Article 22.5.4.

22.2.2 The Authority shall pay Student Expenditure Support to the Concessionaire in four quarterly installments during each Financial Year, in the following manner:

- (a) Quarter 1 (Q1)- 1st April to 30th June
- (b) Quarter 2 (Q2) - 1st July to 30th September
- (c) Quarter 3 (Q3) - 1st October to 31st December
- (d) Quarter 4 (Q4) - 1st January to 31st March

22.2.3 For the purpose of calculation of Student Expenditure Support, Quarter 1 of the first financial year shall be from 1st May 2018 to 30th June 2019. Thereafter, every subsequent financial year, Quarter 1 shall be from 1st April to 30th June.

22.2.4 The payments made at the end of each quarter in each financial year shall be Provisional Student Expenditure Support ("Provisional Support") calculated in the following manner:

N1 : No. of students with above 60% attendance in first month of the quarter

N2 : No. of students with above 60% attendance in second month of the quarter

N3 : No. of students with above 60% attendance in third month of the quarter

N4 : No. of students with attendance of 50% and above but below 60% in first month of the quarter

N5 : No. of students with attendance of 50% and above but below 60% in second month of the quarter

N6 : No. of students with attendance of 50% and above but below 60% in third month of the quarter

S(n): Per Student Annual Expenditure Support for the nth financial year of the Concession Period

Provisional Support for the Quarter of nth financial year = $\{(N1 + N2+ N3) * S(n)\} + \{(N4+N5+N6)* S(n)/2\}/12$

22.2.5 Final Student Expenditure Support for each financial year shall be calculated in the following manner:

N: No. of students having more than average 60% attendance in the Academic Year of nth financial year

N1 : No. of students with attendance of 50% and above but below 60% in the Academic Year of nth financial year

P(n): Penalties / damages due as per the Agreement

PS(n): Sum of Provisional Support for all quarters of nth financial year

S(n): Annual Per Student Expenditure Support for the nth financial year of the Concession Period

Final Student Expenditure Support for nth financial year $F(n) = N * S(n) + N1* S(n)/2$

Final reimbursable/ recoverable amount = $F(n) - PS(n) - P(n)$

22.2.6 Final reimbursable/ recoverable amount determined as per Article 22.2.6 shall be adjusted with the payment of first Quarter of the subsequent financial year.

22.3 Limitation on Student Expenditure Support

22.3.1 Notwithstanding anything to the contrary contained in this Article 22, the Student Expenditure Support payable to the Concessionaire for and in respect of a Financial Year shall not exceed the amount due and payable to the School for and in respect of actual number of students enrolled in the schools.

22.4 Discontinuation of Student Expenditure Support

22.4.1 Save and except as provided in this Agreement, the Authority shall not be liable to make any payment by way of Student Expenditure Support upon expiry of the Concession Period or upon Termination of the Concession Agreement.

22.5 Payment of Student Expenditure Support

- 22.5.1 At the end of each quarter, the Concessionaire shall get the claim for Provisional Student Expenditure Support verified from the representative designated by the Authority in the prescribed format. Such representative shall be required to verify the claim submitted by the Concessionaire within fifteen (15) days of such submission.
- 22.5.2 Verified claims of all the schools run by the Concessionaire shall be submitted to the Authority for payment.
- 22.5.3 In the event of occurrence of a Concessionaire Default, disbursement of Student Expenditure Support shall be suspended till such Concessionaire Default has been cured by the Concessionaire.
- 22.5.4 Per Student Annual Expenditure Support for each financial year shall be revised annually on the basis of the increase in CPI of the preceding financial year. This shall be calculated in the following manner: -

S(n) : Per Student Annual Expenditure Support for nth financial year of the Concession Period

S(n-1) : Per Student Annual Expenditure Support for (n-1)th financial year

S(n) = S(n-1) + S(n-1) * [CPI of April of nth year – CPI of April of (n-1)th year]/ CPI of April of (n-1)th year

Per Student Expenditure Support for the first year S(1) shall be the amount quoted by the Concessionaire in the bid and approved by the Authority

An illustration of this calculation is as follows:

If the financial year 2018 -2019 is first year of Concession Agreement, then Per Student Annual Expenditure Support (S1) for the first year will be the amount quoted by the Concessionaire in the bid and approved by the Authority. In this case, Per Student Annual Expenditure Support (S2) for the next financial year (2019-20) shall be calculated as follows:

S2 = S1 + S1 * (CPI of April 2019 - CPI of April 2018)/ CPI of April 2018

22.6 Use of Student Expenditure Support

- 22.6.1 The Student Expenditure Support amount shall be kept by the Concessionaire in separate designated bank a/c and the first charge on this amount will be for the payment of salary to teachers and staff. Concessionaire will attach a certificate to this effect along with the submission of Student Expenditure Support claim submitted to the Authority.

22.7 Working Capital Advance

- 22.7.1 The Concessionaire may request the Authority for a working capital advance upto

25% of Project Cost as defined in the Bid document on submission of Bank Guarantee of equivalent amount. Such payment shall be adjusted in the final year of the Agreement.

22.7.2 Such a request shall be made to the Authority in writing at any time during the Concession period.

ARTICLE 23: PAYMENTS BY AUTHORITY

23.1 Billing and Payment

- 23.1.1 The Concessionaire shall submit in triplicate to the Authority, an invoice in a form acceptable to the Authority, duly signed by the authorized signatory of the Concessionaire, setting out the computation of the amount due and payable by the Authority to the Concessionaire.
- 23.1.2 For the avoidance of doubt, the parties agree that the invoices shall be submitted as prescribed in Article 22 for Student Expenditure Support and in Article 10 for Infrastructure Support.
- 23.1.3 The Concessionaire shall, with each invoice, submit:
- (a) a certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement;
 - (b) detailed calculations of damages/ penalties ;
 - (c) the net amount payable under the invoice.
- 23.1.4 Subject to the provisions of Article 24.4, the Authority shall, within 30 (thirty) days of receipt of an invoice in accordance with the provisions of Article 23.1.1, make payment of the amount claimed directly, through electronic transfer, to the designated bank accounts (including Escrow Account) of the Concessionaire, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts").
- 23.1.5 All damages, penalties and any other amounts due and payable by the Concessionaire to the Authority in accordance with the provisions of this Agreement may be deducted from any payment due and payable by the Authority to the Concessionaire as per the provisions of the Agreement.

23.2 Disputed Amounts

- 23.2.1 The Authority shall, within 30 (thirty) days of receiving an invoice, notify the Concessionaire of the disputed amounts, with particulars thereof, within 15 (fifteen) days of receiving such notice, the Concessionaire shall present any information or evidence as may reasonably be required for determining that such disputed amounts are payable. The Authority may, if necessary, meet a representative of the Concessionaire for resolving the dispute and in the event that the dispute is not resolved amicably, the dispute resolution procedure shall apply. For the avoidance of doubt, the Authority shall be entitled to raise a Dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.

23.2.2 If any amount is payable by either Party to the other Party upon determination of any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due or on the date of decision after dispute resolution procedure whichever is later, under this Agreement, and interest for the period of delay shall be due and payable at the rate specified in Article 23.3.

23.3 Delayed Payment

23.3.1 All amounts due and payable to the Concessionaire under the provisions of this Agreement shall be paid within the period given in the respective Articles. In the event of delay beyond such period, the Authority shall pay interest for the period of delay, calculated at a rate equal to the Bank Rate i.e. six percent on the amounts payable.

23.3.2 Claim related matters should be settled amicably. However, if required, a committee of following members will be informed to consider and make recommendation on the issues raised by any of the parties -

1. Additional State Project Director, Rashtriya Madhyamik Shiksha Abhiyan, Rajasthan/ Additional Director, Rajasthan Council of Secondary Education or its successor
2. Controller Finance, Rashtriya Madhyamik Shiksha Abhiyan, Rajasthan/ Rajasthan Council of Secondary Education or its successor
3. One Representative of Concessionaire.
4. District Education Officer (Secondary), of the concerned District.

ARTICLE 24: ACCOUNTS AND AUDIT

24.1 Audited Accounts

- 24.1.1 The Concessionaire shall maintain books of accounts recording all its receipts from the school (including revenues derived /collected by it from or on account of the School Infrastructure and /or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, good industry practice, Applicable Laws and applicable permits. The Concessionaire shall provide 2 (two) copies of its balance Sheet and profit and loss account or income and expenditure account, as the case may be, along with a report thereon by its Auditors, within 120 (one hundred twenty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either party under this Agreement. The Authority shall have the rights to inspect the financial records/ books of accounts of the Concessionaire by giving prior written notice not less than 48 (forty eight) hours, during office hours and require copies of relevant extracts of books of accounts, duly certified by the auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either party under this Agreement. For the avoidance of doubt, it is expressly agreed that for any other record related to operation and maintenance of school, it will have to be made available for inspection on demand, during inspection or any other routine visit.
- 24.1.2 The Concessionaire shall, within 30 (thirty) days of the completion of 6 (six) months of an accounting year, furnish to the Authority its unaudited financial results in respect of such 6 (six) months in such manner and form as may be acceptable to the Authority.
- 24.1.3 Within 90 (ninety) days of completion of each accounting year, the Concessionaire shall provide to the Authority, for such accounting year, a statement duly audited by its auditors giving summarized information on; (a) the number of students; (b) development charge received; (c) other revenues derived from the school premises, if any; (d) capital investment made in the school by the Concessionaire; and (e) such other information as the Authority may reasonably require.

24.2 Appointment of Auditors

- 24.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its auditors, a reputable firm of chartered accountants selected in conformity with the conditions set forth in schedule G (The "Auditors"). All fees and expenses of the

auditors shall be borne by the Concessionaire.

24.2.2 The Concessionaire shall, upon selection of its Auditors inform the Authority of such selection with necessary particulars conforming to the provisions of Article 24.2.1 and schedule G and shall take into account such comments as the Authority may convey to procure conformity with the provisions of this Article 24.2.

24.2.3 Notwithstanding anything to the contrary contained in this Agreement, 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 (the "Additional Auditors") 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.

24.3 Certification of Claims by Auditors

Any claim or documents provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.

24.4 Set-Off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Article shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

24.5 Dispute Resolution

In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Auditors, such auditors shall meet to resolve the differences and if they are unable to resolve the same, such dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure under the Article 27 of this Agreement.

ARTICLE 25: TERMINATION

25.1 Termination for Concessionaire Default

25.1.1 Save as otherwise provided in this Agreement, in the event of the breach of any articles of this Concession Agreement and the Concessionaire fails to cure the default within the Cure period set forth below, or where no Cure Period is specified, then within a Cure period as specified by the Authority, the Concessionaire shall be deemed to be in default of this Agreement (the "Concessionaire Default"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to force Majeure. The defaults referred to herein shall include, but not be limited to, the following:

- (a) The performance Security/ Bank Guarantee, has been encashed and appropriated in accordance with the provisions of Article 8.2, and the Concessionaire fails to replenish or provide fresh Performance Security/ Bank Guarantee, as the case may be, within a Cure Period of 15 (fifteen) days;
- (b) Subsequent to the replenishment or furnishing of fresh Performance Security/ Bank Guarantee, as the case may be, in accordance with the provision of Article 8, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security/ Bank Guarantee, as the case may be, was appropriated within a Cure Period of 120 (one hundred and twenty) days;
- (c) The Concessionaire abandons or manifests intention to abandon the construction, operation or maintenance of the School without the prior written consent of the Authority;
- (d) The Concessionaire is in breach of the maintenance requirements or the safety requirements;
- (e) The Concessionaire violates the provisions of Article 22.6.1 for and in respect of monthly emoluments of teaching and non-teaching staff;
- (f) Termination of the registration or recognition of the School under Applicable Laws or termination or suspension of its Affiliation with the Affiliating Board as specified in Article 14.2;
- (g) A breach of any of the project agreements by the Concessionaire has caused a Material Adverse Effect;
- (h) The Concessionaire creates any Encumbrance in breach of this Agreement;
- (i) The Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

- (j) A Change in Ownership has occurred in breach of the provisions of Article 5.4;
- (k) There is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;
- (l) An execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;
- (m) The Concessionaire company is adjudged bankrupt or insolvent, or if a liquidator or receiver or similar official is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the project;
- (n) The Concessionaire company has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (o) a resolution for winding up of the Concessionaire company is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction: provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed under this agreement and the project agreements: and provided that:
 - or
 - (p) the Concessionaire society has been or is in the process of being amalgamated, divided, dissolved, wound-up in a manner that would cause, in the reasonable opinion of the authority, a material adverse effect :}
 - (q) {the Concessionaire society has made an application for cancellation of its registration or an enquiry for suspension or cancellation of its registration under applicable law has been commenced by a governmental instrumentality or its registration as a registered society under Applicable Laws is cancelled or suspended:}
 - (r) {an administrator is appointed by a competent Government Instrumentality to manage and supervise the affairs of the Concessionaire society in a manner so as to supersede the governing council or management committee or such body of the Concessionaire :}

or

- (s) the Concessionaire, being a trust, has been or is in the process of being amalgamated, wound-up, extinguished or revoked in a manner that would cause, in the reasonable opinion of the Authority, a material adverse effect;
- (t) an administrator or government officer is appointed by a competent Government Instrumentality to manage and supervise the affairs of the Concessionaire trust in a manner so as to supersede or the over the functions of the board of trustees or such other governing body of the Concessionaire;
- (u) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;
- (v) the Concessionaire submits to the authority any statement, notice or other document, in written or electronic form, which as a material effect on the authority's rights, obligations or interests and which is false in material particulars;
- (w) the Concessionaire has failed to fulfill any obligation, for which failure termination has been specified in this Agreement;
- (x) the Concessionaire issues a termination notice in violation of the provisions of this Agreement;

or

- (y) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority or on the students, teachers or staff of the school.

25.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 90 (Ninety) days to the Concessionaire to make a representation, and may after the expiry of such 90 (Ninety) days, whether or not it is in receipt of such representation, issue the Termination Notice.

25.1.3 Upon termination on account of a Concessionaire Default, the Authority shall, without prejudice to any other rights or remedies which it may have under this Agreement, be entitled to encash and appropriate the Performance Security / Bank Guarantee for and in respect of such Concessionaire Default.

25.2 Penalty

- 25.2.1 Upon the occurrence of Concessionaire default, in case the Authority feels prudent, instead of issuing a termination notice after the cure period, the Authority may levy a penalty on the Concessionaire for each such default for each school.
- 25.2.2 For the first instance of default, the quantum of penalty shall be not less than the defined penalty amount per default per school, calculated separately for each school. For every subsequent default of the same nature, the quantum of penalty shall be twice the penalty imposed on the preceding occasion for all such schools. However, the total penalty per school shall not exceed ten (10) times the defined penalty amount.
- 25.2.3 The defined penalty amount shall be Rs. 15,000/- (Rupees Twenty Thousand) and shall be levied for every instance of default/breach as given in this Agreement.
- 25.2.4 This penalty shall be levied after completion of one Academic year and shall be revised annually on the basis of increase in CPI of the preceding financial year. For the avoidance of doubt, this penalty amount applies to cases where the penalty amount is not expressly specified in this Agreement. Wherever the penalty amount is specified, penalty shall be levied accordingly for all acts in reference to such penalty.
- 25.2.5 Other rights and obligations of the Authority:
- (a) encash the Performance Security/ Bank Guarantee, as the case may be, and appropriate therefrom such amounts as may be due in accordance with the provisions of this Agreement.
 - (b) cease to extend all support, monetary or of other nature to the school, save and except as provided in this agreement.
 - (c) be deemed to have taken possession and control of the school forthwith.
 - (d) take possession and control of all materials, stores, implements, construction plants, building, laboratories, library, fields, sports facilities and any other equipment on or about the school premises.
 - (e) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the school premises or any part thereof.

25.3 Termination for Authority Default

25.3.1 Save as otherwise provided in this Agreement, in the event that the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire, and the Authority fails to cure such default within a Cure Period of ninety (90) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure.

25.3.2 Without prejudice to any other right or remedy which the Concessionaire may have

under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 90 (Ninety) days to the Authority to make a representation, and may after the expiry of such 90 (Ninety) days, whether or not it is in receipt of such representation, issue the Termination Notice.

25.4 Change of Name

25.4.1 Upon termination pursuant to the provisions of this Article, the Authority may, in its sole discretion, change or continue the name of the school, as it deems fit.

25.5 Liability for defects after termination

25.5.1 The Concessionaire shall be responsible for all defects and deficiencies in the school for a period of 120 (one hundred and twenty) days after termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the independent panel in the school during the aforesaid period.

ARTICLE 26:
LIABILITY AND INDEMNITY

26.1 General Indemnity

- 26.1.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and the “**Authority Indemnified Persons**” against any all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost, expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any Student and any other users, or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever. For the avoidance of doubt, it is expressly stated that the Concessionaire agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Concessionaire.
- 26.1.2 The Authority shall indemnify the Concessionaire for any loss or damage arising out of Force Majeure events.
- 26.1.3 Notwithstanding anything contained in this Agreement, the Authority, Department of School Education and the Government of Rajasthan or any of its employees shall not be liable for any criminal or civil offence under any applicable law committed by the Concessionaire or its agent, representative, employees, contractor or any other person engaged by or working on the Concessionaire behalf.
- 26.1.4 The provisions of this Article shall survive Termination.

ARTICLE 27: DISPUTE RESOLUTION

27.1 Dispute Resolution

- 27.1.1 This Agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 27.1.2 In the event of any dispute or difference between parties arising out of or in connection with this Agreement including any question regarding its existence, validity, termination or any provision hereof; both parties agree to make their best efforts to resolve any dispute between them initially, amicably through mutual consultations by engaging in discussions.

27.2 Conciliation

In case the dispute cannot be resolved by mutual consultations within a period of 30 (thirty) days after commencement of mutual consultations, either Party may, by mutual consent, appeal to a Conciliation Committee jointly headed by Secretary/ Principal Secretary/ Additional Chief Secretary, Department of School Education, Government of Rajasthan and a representative of Concessionaire.

27.3 Arbitration

- 27.3.1 If the parties fail to resolve their dispute or difference by conciliations within 30 (Thirty) days of commencement of conciliation, then either party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. The dispute or difference shall be referred to a Sole Arbitrator. The power to appoint the Sole Arbitrator shall vest with the Authority. If the Arbitrator to whom the matter is initially referred to is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by the Authority to act as Arbitrator. The decision of the Arbitrator shall be final and binding on the Parties.
- 27.3.2 Services under this Agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 27.3.3 Reference to arbitration shall be a condition precedent to any other action at law.
- 27.3.4 The costs of arbitration shall be borne by both the Concessionaire and the Authority equally.

27.3.5 It is hereby agreed that the arbitration proceedings shall be held in Jaipur, Rajasthan and the arbitration proceedings shall be carried out in English language.

ARTICLE 28: CHANGE OF SCOPE

28.1 Change of Scope

28.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of addition works and services which are not included in the Scope of the project as contemplated by this Agreement (the “change of scope”). Any such change of scope shall be expended by the Concessionaire and reimbursed by the Authority in accordance with the provisions of Article 28.3.

28.1.2 Any works or services which are provided under and in accordance with this Article 28 shall form part of the school Infrastructure and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

28.2 Procedure for Change of Scope

28.2.1 In the event of the Authority determining that a change of scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the “change of scope notice”).

28.2.2 Upon receipt of a change of scope notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary together with preliminary documentation in support of the options for implementing the proposed change of scope and the effect, if any, each such option would have on the costs and time thereof, be reimbursed by the Authority to the extent such cost is certified by the appropriate Authority as reasonable and agreed beforehand by the Authority.

28.2.3 Upon receipt of information set forth in Article 28.2.2., if the Authority decides to proceed with the change of Scope, it shall convey its preferred option to the Concessionaire , and the parties shall issue an order (the “change of scope order”) requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a change of scope order, require the Concessionaire to proceed with the performance thereof pending resolution of the dispute, or carry out the works in accordance with the provisions of Article 28.3.

28.3 Payment for Change of Scope

The Authority may, in lieu of making payment for change of scope in accordance with the provisions of Articles 28.1 & 28.2, make payments in interest free annual installments or as agreed between the Authority and Concessionaire. The Parties further agree that they may, by mutual agreement, determine any other arrangement for meeting the costs of change of scope.

ARTICLE 29: DISCLOSURE

29.1 Disclosure of Specified Documents

29.1.1 The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the maintenance programme and the safety requirements (hereinafter collectively referred to as the “specified documents”), free of charge, during normal business hours on all working days at the Concessionaire’s registered office and the School. The Concessionaire shall prominently display at the school, public notices stating the availability of the specified documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a ‘no profit no loss’ basis.

29.2 Disclosure of Documents Relating to Safety

29.2.1 The Concessionaire shall make available for inspection by any person copies of all documents and data relating to safety of the school, free of charge, during normal business hours on all working days, at the Concessionaire’s registered office and the school. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a ‘no profit no loss’ basis.

29.3 Withholding Disclosure of Protected Documents

29.3.1 Notwithstanding the provisions of Articles 29.1 and 29.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Articles.

Explanation:

The expression Protected Documents shall mean of the specified documents or documents referred to in Articles 29.1 and 29.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 30: DISCLAIMER

- 30.1** The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination made an independent evaluation of the proposal, Scope of the Project, specification and standards, Site, existing structures, local conditions, physical qualities of ground sub-soil and geology, availability of the students and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise, and the nature and extend difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit, or otherwise regarding the accuracy, adequacy, correctness, reliability and/ or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 30.2** The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or errors in or relating to any of the matters set forth in Article 30.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any person claiming through or under any of them.
- 30.3** The parties agree that any mistake or error in or relating to any of the matters set forth in Article 30.1 above shall not vitiate this Agreement, or render it voidable.
- 30.4** In the event that either party becomes aware of any mistake or error relating to any of the matters set forth in Article 30.1 above that party will immediately notify the other party specifying the mistake or error, provided however that a failure on part of the Authority to give any notice pursuant to this Article 30.1. shall not prejudice the disclaimer of the Authority contained in Article 30.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.
- 30.5** Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risk or the consequences thereof.

ARTICLE 31: FORCE MAJEURE

31.1 Force Majeure

31.1.1 Neither party shall be held to be in breach of terms of this Agreement if it is prevented from performing its obligations by reason of force majeure provided that notice is given to the Authority as soon as possible of the occurrence of such events as may be described as Force Majeure

31.1.2 Conditions of Force Majeure shall include but not be limited to fire, flood, earthquake, storms, typhoons, explosion, lightning, acts of God, governmental restrictions, sanctions, strikes, insurrections, riots or other civil commotion, war, enemy action acts, demands or requirements of the governments or military authorities in any state or by other causes beyond the control of Concessionaire or which could not be foreseen or overcome by the Concessionaire or to any act or omission on the part of the persons acting in any capacity on behalf of the Concessionaire.

31.1.3 No penalty or damages shall be claimed in respect of any failure to provide services which the Concessionaire can prove to be directly due to force majeure.

31.2 Dispute Resolution

In the event that the parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure as mentioned in Article 27; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the party claiming relief and/ or excuse on account of such Force Majeure Event.

ARTICLE 32:
REDRESSAL OF PUBLIC GRIEVANCES

32.1 Complaint Register

32.1.1 The Concessionaire shall maintain a public complaint register at School (the "Complaint Register") open to public access at all times for recording of complaints by any person including Teachers and students (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the school so as to bring it to the attention of all the Parents, students, teachers and other users.

32.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the complainant, substance of the complaint is registered. The Concessionaire shall give a receipt to the complainant stating the date and complaint number.

32.2 Redressal of Complaints

32.2.1 The Concessionaire or any office representative including but not limited to Principal of that school shall inspect the complaint register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by Concessionaire to the complainant under a certificate of posting.

32.2.2 The record should be kept in the same register regarding action taken in reference to the complaint/ suggestion, rejection of the complaint or suggestion along with reasons thereof for perusal by complainant or general public or Authority.

32.2.3 The Concessionaire shall also be responsible for timely disposal of any / all complaints received against any school staff or other agent of the Concessionaire, by the Government/ Authority/ District officials through any grievance redressal forum whatsoever, within the time period defined therein.

ARTICLE 33: MISCELLANEOUS

33.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

33.2 Exclusion of Implied Warranties etc.

The Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the parties or any representation by either party not contained in a binding legal Agreement executed by both parties.

33.3 Survival

33.3.1 Termination shall;

- (a) not relieve the Concessionaire or Authority, as the case may be, of any obligations hereunder which expressly or by implication service Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either party, not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of , or caused by, acts or omissions of such party prior to the effectiveness of such Termination or arising out of such termination.

33.3.2 All obligations surviving termination shall only survive for a period of 3 (three) years following the date of such termination.

33.4 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the parties and duly executed by persons especially empowered in this behalf by the respective parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the parties hereto agree that any obligations of the Concessionaire arising from the request for qualification or request for proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

33.5 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing to one or more provisions, as nearly as is practicable to such invalid, unenforceable or illegal provisions which may be substituted for such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

33.6 No Partnership

This Agreement shall not be interpreted or construed to create an association joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either party, and neither Party shall have any right, power or Authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

33.7 Successors and Assignees

This Agreement shall be binding upon, and insures to the benefit of the parties and their respective successors and permitted assignees.

33.8 Notices

Any notice or other communication to be given by any Party to the Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the capital of the state may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority.

Attention: Sh.

Designation:

Address:

Fax:

Email:

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to State Project Director, RMSA with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire: provided that if the Concessionaire does not have an office in the capital of the state it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

Designation: State Project Director,
Rajasthan Council of Secondary Education

Address: Eklavya Bhawan, Shiksha Sankul

Fax: 0141 – 2715502

No: 0141 - 2715551

Email: pppeduraj@gmail.com

And

- (c) any notice or communication by a Party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

33.9 Language

All notices required to be given by one Party to the other Party and all other communications, documentations and proceedings which are in any way relevant to this Agreement shall be in writing and in English / Hindi.

33.10 Counter Parts

This Agreement may be executed in two original copies to be kept by each party, each of which, when executed and delivered, shall constitute an original of this Agreement.

SCHEDULES

SCHEDULE – A

Location of Schools to be Handed Over to the Concessionaire

SCHEDULE – B

Qualifications/Norms for Teachers & Staff for single section Schools of Class I to X

Sr. No.	Total No. of Student	Designation	No. of Teacher Required for single section per class	Eligibility	Additional Teacher Requirements
A	B	C	D	E	F
1.	1-5 <= 150 6-8 <= 105 9-10 <= 100 Total= 355	Headmaster (Secondary School)	One	Post Graduate or equivalent examination recognized by UGC and Degree or Diploma in Education (General) recognized by National Council of Teacher Education. and At least five year teaching experience of secondary classes in Government or Government recognized Schools.	
2.		Computer Teacher cum Computer lab in charge	One	MCA or MSc-IT/CS or PGDCA or BCA or B.Tech – IT/CS	
3.		Senior Teacher 1. Hindi 2. English 3. Math 4. Science 5. Third Language 6. Social Science	One in each subject.	(i) For the posts at serial number 1,2,3 and 5 in column number 2 :- Graduate or equivalent examination recognized by UGC with concerned subject as optional subject and Degree or Diploma in Education (General) recognized by National Council of Teacher Education. (ii) For the posts at serial number 4 in column	For every additional section in classes 9 or 10 , 1 additional teacher shall be appointed in addition to those specified in

				<p>number 2 :- Graduate or equivalent examination recognized by UGC with at least two subjects as optional subject out of the following subjects :- Physics, Chemistry, Zoology, Botany, Micro-Biology, Bio- technology and Bio- Chemistry ; and Degree or Diploma in Education (General) National Council of Teacher Education.</p> <p>(iii) For the posts at serial number 6 in column number 2:- Graduate or equivalent examination recognized by UGC with at least two subjects as optional subject out of the following subjects:- History, Geography, Economics, Political Science, Sociology, Public Administration and Philosophy ; and Degree or Diploma in Education (General) National Council of Teacher Education.</p>	<p>coloumn 3B. The subject of the additional teachers may be decided by the Concessio naire</p>
4.		<p>Teacher, Level 2 :</p> <ol style="list-style-type: none"> 1. Maths / Science 2. English 	2	<p>Qualifications as laid down by the National Council for Teacher Education under the provision of sub-section (1) of section 23 of the Right of children to Free and Compulsory Education Act 2009</p>	<p>For every additional section in classes 6 or 7 or 8, 1 additional teacher</p>

				<p>(Central Act. No. 35 of 2009), from time to time and</p> <p>i. For the teacher of Mathematics / Science, the candidate must have passed graduation or equivalent examination with Mathematics as an optional subject; or must have passed graduation or equivalent examination with at least one subject as an optional subject from amongst Chemistry, Physics, Botany, Zoology, Micro-Biology, Bio-technology and Bio-chemistry;</p> <p>i. For the teacher of English the candidate must have passed graduation or equivalent examination with English as an optional subject;</p> <p>i. The candidate who has Graduated in Elementary Education (B.El.Ed.) or B.A., B.Ed./B.Sc., B.Ed., i.e. a candidate with the qualification of four years integrated course, must also have passed the qualifying examination with the corresponding subject; and</p> <p>v. must have passed the REET/RTET in the corresponding subject.</p>	<p>shall be appointed in addition to those specified in column 4B.</p>
5.		Teacher Level	5	(i) Qualifications as laid	For every

		1		down by the National Council for Teacher Education under the provision of sub-section (1) of section 23 of the Right of children to Free and Compulsory Education Act 2009 (Central Act. No. 35 of 2009), from time to time; and (ii) must have passed REET/RTET .	additional section in classes 1 or 2 or 3 or 4 or 5 , 1 additional teacher shall be appointed in addition to those specified in coloumn 5B.
6.		Physical Education Teacher	1	(i) Graduate in Physical Education (B.P.Ed.) or (ii) Certificate in Physical Education (C.P.Ed.) or (iii) Diploma in Physical Education (D.P.Ed.)	For overall strength of school beyond 500 students, 1 additional physical education teacher shall be appointed .
7.		Librarian	1	(i) Graduate in Library (B. Lib.) or (ii) Diploma in Library (D. Lib.)	
		Lab Assistant (for integrated science lab)	1	12 th pass from a recognized Board with Science subjects.	
8.		Clerks	2	12 th Pass or equivalent from recognized Board and RSCIT or equivalent Course	
9.		PEON	2	8 th Pass or equivalent	

Note:

1. Abovementioned norms are the minimum requirement. Wherever the norms of the

Board of Affiliation are higher than those prescribed herein, the norms of the Board of Affiliation shall mandatorily be followed.

2. Section strength for various classes shall be as follows:
3. Class 1 to 5 section strength will be less than or equal to 30 students for each class
4. Class 6 to 8 section strength will be less than or equal to 35 students for each class
5. Class 9 to 10 section strength will be less than or equal to 50 students for each class
6. For schools which have been upgraded to Senior Secondary level (i.e., added classes XI and XII), the Concessionaire shall deploy teaching and non teaching staff as per the norms of Board of Affiliation in addition to abovementioned requirements.

Schedule C

Different Type of Existing Scholarships and Beneficiaries Schemes run by State/ Central Government (to be given to Eligible Students)

1. Free text books
2. Mid-Day meal scheme for class 1 to 8
3. Kasturba Gandhi special term deposit scheme
4. National scheme of incentive to girls for secondary education
5. Bicycle distribution scheme for girls
6. Transport voucher scheme for girls
7. Laptop distribution to meritorious student
8. Inspired award-standard scheme
9. "Pannadhay Jevan Amrit" scheme
- 10." Vidyarthi suraksha durghatna beema yojana" (group insurance accident cover for students)
11. Schedule Caste Pre Metric scholarship
12. Schedule Tribe Pre Metric scholarship
13. Other Backward caste (OBC) Pre Metric scholarship
14. Special Backward Caste (SBC) Pre metric scholarship
15. Pre Metric scholarship for student of Minority
16. Pre metric scholarship for the children of families involved in sanitation work
17. Post Metric scholarship for schedule caste
18. Post Metric scholarship for Schedule Tribe
19. Post Metric scholarship for Other Backward Class (OBC)
20. Post Metric scholarship for Special Backward class (SBC)
21. Scholarship for the dependents of the Soldiers who were martyred or became permanent disabled in Kargil (01-04-1999) or post Kargil Wars

22. Scholarship for the dependents of the Soldiers who were martyred or became permanent disabled Pre Kargil Wars (01-04-1999)
23. Scholarship for meritorious daughters of retired soldiers
24. Scholarship scheme for the children of the expired state government servants
25. Scholarship scheme for the highly poor students "Atyant Nirdhanta chatravradi yojana"
26. Central Scholarship
27. Scholarship provided by the board for creativity based competitions
28. Gargi award scheme
29. "Balika Protsahan Yojana"
30. Padmakshi Award scheme
31. Education facility scheme abroad at graduation level
32. Chief minister "Hamari Beti " scheme
33. "Aapki Beti" scheme
34. Economic Support award for physically challenged girls "Arthik sambalta puruskar"
35. Economic Support award for deaf, dumb and blind girls "Arthik sambalta puruskar"
36. Facilities provided to CWSN students under IEDSS

Schedule D

Different Type of Grants given to Schools by State/ Central Government

1. School Facility grant (SFG) for class 1 to 5 and 6 to 8 as per the norms and guidelines of of Sarva Shiksha Abhiyan
2. Teaching Learning Material grant (TLM) as per the norms and guidelines of Sarva Shiksha Abhiyan
3. School Maintenance Grant as per the norms and guidelines of Sarva Shiksha Abhiyan and RMSA
4. School annual grant (SAG) as per the norms and guidelines of RMSA
5. Sanitation Grant for cleanliness of toilets for rural schools as per the norms and guidelines of the State Government.

Note :

1. Any revision that may be made to the guidelines governing these grants from time to time shall be applicable

Schedule E
List of Mandatory Infrastructure

sr. no.	particulars	Upto number of students	standard size of rooms
1	class 1 to 5	150	room 30 sq. meter with 3 mtr. width corridor for each class; if number of students are more than 30 in a class, an extra section will be created and an extra room will be required for each extra section
	6 to 8	105	room 30 sq. meter with 3 mtr. width corridor for each class; if number of students are more than 35 in a class, an extra section will be created and an extra room will be required for each extra section.
	9 to 10	80	room 48 sq. meter with 3 mtr. width corridor for each class; if number of students are more than 40 in a class, an extra section will be created and an extra room will be required for each extra section.
2	other rooms	-	
2.1	integrated science lab with store	1	72 sq. mtr
2.2	head master room	1	30 sq. mtr
2.3	staff room	1	48 sq. mtr
2.4	library room/ reading room	1	96 sq. mtr
2.5	office room/ examination room	1	30 sq. mtr
2.6	computer lab	1	48 sq. mtr
2.7	Sports/ NCC/ Scout & guide	1	124 sq. mtr

	room		
2.8	Art & Craft Room	1	30 sq. mtr
2.9	drinking water space	1	18 sq. mtr
2.10	Mid day meal kitchen shed	1	
3	other facilities	-	
3.1	urinals		one unit on every 30 students and separate for girls with provision of water supply
3.2	lavatory		one unit on every 100 students and separate for girls with provision of water supply
3.3	sports ground		will develop as per availability of play ground in school
4	materials and furniture		
4.1	furniture		As per number of students and teachers. For class 1 to 5 furniture required as per SIQE norms.
4.2	sports equipments/material		as prescribed by department of secondary education Rajasthan
4.3	Office Furniture and Material		One table chair set on each office employee.
4.4	Electricity Connection and Appliances		(Light and Fans) in all rooms.
4.5	Science and Math Equipment and Materials		As per curriculum of adopted Board.

4.6	Computer for office and Computer Lab		Minimum two Computer set for office use and 20 Computers for Computer Lab with latest version of software & Internet connection.
4.7	Water Tank & Drinking Water		Drinking with RO or any other ISO Mark. Minimum one tap on fifty students.
4.8	Dustbin		Two in each room.
4.9	First Aid Kit		
4.10	Sanitary Dispenser		
4.11	Sanitary Incinerator		
4.12	Green Board		In each class (Minimum Size 4'X6')
4.13	Fire Extinguisher and Fire safety equipment		
4.14	Mid-Day-Meal Utensils		As per enrollment of students of class 1 to 8
4.15	CCTV Camera with minimum 16 point DVR		In all class rooms enclosures and passages used by students and staff.
4.16	Mirror		Minimum 2 (Size 1.5'X5')
4.17	Notice Board & Display Board		Minimum 2 (Size 3'X6')

4.18	Biometrics Attendance System for Staff members		
4.19	Biometrics Attendance System for Students		
4.20.	Music Equipments		Mike set, Harmonium, Tabla, Dholak etc.

1. The Concessionaire and the Authority will jointly work out the gap in existing infrastructure with reference to the above mentioned mandatory requirements as per Site conditions.
2. Where existing rooms are being used, a relaxation in room size shall be permitted subject to Site conditions, with the prior approval of the Authority.

Schedule F
Form for Performance Security / Bank Guarantee

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch in Rajasthan)

(Payable at par at respective Range HQ)

To,

1. In consideration of the Rajasthan Council of Secondary Education (hereinafter called "RCSE") having agreed to exempt M/s (hereinafter called "the said Concessionaire(s)") from the demand, under the terms and conditions of an Agreement No..... dated made between the RCSE and(Concessionaire) for the O&M Contract(hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Concessionaire(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (rupees..... only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of Concessionaire(s) do hereby undertake to pay to the Department an amount not exceeding Rs..... (Rupees..... only) on demand.

2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees..... only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RCSE. Any such demand made on the bank by the RCSE shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RCSE..... and We (Indicate the name of Bank), bound ourselves with all directions given by RCSE regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).

3. We..... (indicate the name of Bank), undertake to pay to the RCSE any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RCSE under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RCSE certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Concessionaire(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the RCSE that the RCSE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

Agreement or to extend time of performance by the said Concessionaire(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RCSE against the said Concessionaire (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Concessionaire(s) or for any forbearance, act or omission on the part of the RCSE or any indulgence by the RCSE to the said Concessionaire (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Concessionaire(s).

7. We(indicate the name of the Bank), lastly undertake not to revoke this Guarantee except with the previous consent of the RCSE in writing.

8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by RCSE. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to RS. ----- (Rupees only).

9. It shall not be necessary for the RCSE to proceed against the Concessionaire before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RCSE may have obtained or obtain from the Concessionaire(s).

10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature
(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RCSE
For and on behalf of the RCSE

Signature
(Name & Designation)

Schedule G

Eligibility Criteria for Selection of Auditor/ Chartered Accountants

1. Selection of Chartered Accountant

Pursuant to the provisions of Article 24.2 of the Agreement, the Concessionaire shall select and appoint as its Auditors, a reputable firm of Chartered Accountants who fulfill the following eligibility criteria, namely;

- (a) The firm should be empanelled with the Comptroller and Auditor General of India (CAG).
- (b)
- (c) The firm should have at least 3 (three) practicing Chartered Accountants as partners, each with a minimum experience of 5 (five) years in the profession;
- (d) The firm or any of its partners should not have been disqualified or black – listed by the Comptroller and Auditor General of India or the Authority/ Government of Rajasthan/ Central Government/ PSU/ Government of Rajasthan Undertaking / Society of the State /Central Government; and
- (e) The firm should have its head office in the State with at least 2(two) practicing Chartered Accountants on its rolls in such State.

2. Consultation with the Authority

The Concessionaire shall convey the particulars of aforesaid firm to the Authority for scrutiny and comments, if any. The Authority shall be entitled to scrutinize the relevant records to ascertain whether the selected firm fulfils the eligibility criteria specified in the Schedule G and it shall send its comments, if any, to the Concessionaire within 30 (thirty) days of receiving the aforesaid particulars. The Concessionaire shall take into account such comments and shall ensure and procure that the selection of its Auditors is in accordance with the eligibility criteria set forth in this Agreement.

Schedule – H

SAFETY GUIDELINES

1. SAFE MOVEMENT

In the design, construction and 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 case of emergency.

2. SYSTEM INTEGRITY

In the design of power supply, lifts and equipment, particular care shall be taken to minimize the likely incidence of failure.

3. Safety Management

A safety management statement shall be prepared by the Concessionaire once every year to bring out clearly the system of management of safety standards and checks, and compliance thereof, the statement shall also bring out the nature and extent of staff training and awareness in dealing with such safety standard checks and compliances. The copies of the statement shall be sent to the Authority within 15 (fifteen) days of the close of every year.

4. Safety Equipment

The following equipment shall be provided at the school:

- (a) Fire extinguishers and fire alarms at the appropriate locations; and
- (b) Such other equipment as may be required in conformity with good industry practice.

5. Emergency

A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in a manual for management of disaster (the “Disaster Management Manual”) to be prepared and published by the Concessionaire prior to Agreement. The Concessionaire shall provide 2(two) copies each of the Disaster Management Manual to the Authority no later than 30(thirty) days prior to Agreement.

6. Fire Safety

6.1. The Concessionaire shall adopt any comply with fire safety requirements prescribed under Applicable Laws.

6.2. To prevent fire in the school, the Concessionaire shall use fire resistant materials in the construction thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.

6.3. Emergency exits should be accessible without any obstructions and the exit doors

should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the school in case of emergency.

6.4. Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. All notices and signs shall be uniform and standardized.