

COVER PAGE

THIS DOCUMENT CONTAINS

Sr.	Type of Document	No. of Pages
	Cover Page	1 Page
1	Notice inviting RFP	1 page
2	Corrigendum to Notice inviting RFP	1 page
3	RFP including annexures	9 pages
4	Draft Concession Agreement including schedules	80 Pages
	Total	92 Pages

Notice inviting Request for Proposal

Letter No. /DPI/ MS/RFP / Raipur, dated /02/2016

DPI Chhattisgarh, Raipur, invites Request for Proposal from reputed agencies/societies/ organizations/trusts registered as not-for-profit working in the field of education, under a long term concession agreement with DPI, for running of model schools under the **Mukhyamantri Adarsh Vidyalaya Yojana**, at each of the designated 72 locations (Block/District), under and in accordance with such provisions and terms and conditions as prescribed by the State Government.

Time schedule of RFP:

Sr.	Event	Date/Time (Proposed)
1	Publication of Invitation for RFP	26/02/2016
2	Date and timing of submitting the application at State Project Office, Raipur	From 26 th Feb. till 10 th March, 2016 till 2 pm
3	Pre-Bid Meeting at office of MD, RMSA at the address mentioned below	March 2 nd , 2016 at 3 pm
4	Opening of RFP	10 th March, 2016, at 4 pm
5	Presentation by eligible applicant	14 th March, 2016
6	Execution of Concessionaire Agreement	Before March 20, 2016 (Tentative)
7	Schools to start under this scheme	April, 2016

The application should be addressed to the Director, Directorate of Public Instruction and submitted to the office of the Managing Director, Rajya Madhyamik Shiksha Mission, Board Office Campus, Pension Bada, Raipur, Chhattisgarh- 492001. The pre-bid meeting, opening of RFP, presentation etc shall be at this address.

Complete RFP document can be downloaded from the website- www.cg.nic.in/rmsa, www.cgstate.gov.in, www.cg.nic.in/schooleducation and www.cg.nic.in/eduportal

Applicants are advised to check the website on a regular basis. Any subsequent notice/information regarding this tender shall be uploaded on the website only.

DIRECTOR
Directorate of Public Instruction
Chhattisgarh, Raipur

Directorate of Public Instruction, Chhattisgarh

L.No./

/DPI/Model School/

Raipur Dated

/02/2016

Corrigendum

Apropos the departmental advertisement dated 26/02/2016 in this paper, a corrigendum to the notice inviting RFP for running model schools in Chhattisgarh, is as follows;

- Presentation by eligible applicants will be on 11th March 2016 (Friday) at 3 PM instead of 14th March 2016.
- Word “Tender Documents” will be “RFP documents” .

(L.S.Maravi)

Director

Directorate of Public Instruction

Chhattisgarh, Raipur

Department of School Education Government of Chhattisgarh

REQUEST FOR PROPOSAL

1. Background

- 1.1 Model Schools had been sanctioned under RMSA (Centrally sponsored scheme) in 74 Educationally Backward Blocks (EBBs) of the state. Model schools cater to all round development of students, including sports, cultural and other activities along with education. Model Schools are co-educational and promote local art and culture with practical knowledge and learning.
- 1.2 The enrollment in these schools is 17,303 in 2015-2016.
- 1.3 Out of these 72 Model Schools, the buildings in 60 have been constructed and 12 are under construction, expected to be completed by August, 2016. Each model School has land ranging from three to thirty acres approximately.
- 1.4 Out of these 72, 15 are operational with classes VI to XI and 57 are operational with classes VI to X.
- 1.5 All 72 are currently following the CBSE syllabus and are in English medium. Depending on their current highest class, they are appropriately affiliated to Central Board of Secondary Education. The current modality of admission at the class VI level is as per district roster/reservation policy.

2. Proposal

- 2.1 The Department of School Education, Government of Chhattisgarh is engaged in the provision of quality education, especially for the under privileged population and population in remote areas, and as part of this endeavour, a new scheme titled as **Mukhyamantri Adarsh Vidyalaya Yojana** is proposed in selected educationally backward blocks of the state, with the intention to effectively utilize 72 buildings constructed / under construction under the Model School scheme of RMSA.
- 2.2 It is proposed under this scheme to provide quality school education till XII through selection of an appropriate private entity with whom a concession agreement will be executed in order to give effect to the scheme.
- 2.3 These schools under the concession agreement will have to be CBSE affiliated and in English Medium. Other terms and conditions are prescribed in the concession agreement.
- 2.4 The locations of 72 Schools in the respective EBBs are given in Annexure-1, and it is proposed to provide building and furniture and other equipment on “*as is, where is*” basis, for 30 year term including the building and utilization of area of the schools premise.
- 2.5 Applicants are expected to submit applications after conducting the feasibility of the schools themselves, including site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, availability of students, educational levels, other schools in adjacent areas, means of transport

- for children and any other matter considered relevant by them.
- 2.6 One time infrastructure grant subject to a maximum of Rs. 15 Crores for fulfillment of minor infrastructure shortcomings currently existing in 72 schools shall be provided. There shall be joint inspection by representatives of Government of Chhattisgarh (GoCG) and selected bidder to identify infrastructure gaps.
- 2.7 An applicant has to apply for running the schools **for all specified 72 locations.** Any application for part thereof shall not be considered and disqualified.
- 2.8 The 72 schools are proposed to be operated in two modes of PPP: (i) 59 schools in non-LWE (Left Wing Extremism) areas on a seat sharing basis; (ii) 13 Schools in the four LWE districts of Dantewada, Bijapur, Sukma and Narayanpur on Operation and Maintenance (O & M) basis. However, an applicant shall have the option to take-up all 72 schools on seat sharing basis, if this fact clearly disclosed in the proposal.
- 2.9 The Department of School Education is **not** proposing to invite offers based on lowest quotes, as the primary objective of scheme is to provide quality school education up to Higher Secondary level in such remote locations. It is further clarified that the department is not aiming to generate any income for Government of Chhattisgarh from this scheme.
- 2.10 Students currently enrolled and studying in these 72 schools between classes VI to XI shall continue to be enrolled and attended to by the selected applicant till they pass out class XII. The cost of these students will be borne by State Government at the rate of Rs. 7,216/- per student per year.
- 2.11 The Government Quota for Classes IX to XII shall be one third of the total seats. For 25% of the total seats the DPI shall reimburse fees as per RTE norms of Class VIII. For rest 8% of the total seats, there shall be no payment from DPI.
- 2.12 For 59 schools (Seat sharing basis):- Within the prescribed limit of seats per class twenty five percent of the seats shall be regarded as Right to Education (RTE) quota for which no fees will be chargeable from the student and the selected applicant will be reimbursed as per the prevailing norms defined by the GoCG. Apart from this RTE Quota, another eight percent seats of each class shall be kept as Government Quota. Students for this quota shall be nominated as per the procedure defined by the GoCG. Students currently enrolled and studying in these 59 schools between classes VI to XI shall be regarded as studying against RTE Quota and Government Quota seats for which payment will be done as per clause 2.10.
- 2.13 For 13 Schools to be run on O&M basis all students will be selected as Government quota as per the procedure defined by the GoCG. No seat sharing will be permitted. To run these schools applicant will be given per school a salary grant of all recruited and working teachers as per GoCG norms and another 10% of salary grant as administrative expenses.
- 2.14 Payment mechanism in RTE quota in schools operating on seat sharing basis and for salary grant in schools of LWE areas operating on O & M basis will be as defined in concession agreement.
- 2.15 Apart from continuing the existing Classes VI to XII, the selected applicant shall have the liberty to start classes from I to VI. subject to a minimum of two sections and a maximum of 90 students per class, and further subject to compliance of all norms of CBSE. Any expansion in number of students shall require prior approval of the Department of Education, GoCG. Upon expansion

of such capacity the RTE and Government Quota will be proportionately applicable.

2.16 Based on the eligibility criteria prescribed by this document, only interested and eligible parties may apply. Keeping in view the fact that next academic session starts in April 2016, as per CBSE norms and that there is no financial bid involved to be opened, it is proposed to issue the offer for RFP for the aforesaid purpose, giving a time of 15 days. The time schedule of events is given in Notice inviting RFP.

2.17 All eligible applicants shall make a presentation on qualitative aspects in their operational schools, including student appearance and their academic performance in CBSE Board examinations, Pupil Teacher Ratio (PTR) etc. Final selection will be done on the basis of qualitative aspects as detailed in Annexure 2.

2.18 Director Public Instruction reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the applicant does not provide, within the time specified by the DPI, the supplemental information sought for evaluation of the application or bid.

If such disqualification/ rejection occurs after the Bids have been opened and the Bidder with highest technical qualification gets disqualified/ rejected, then DPI reserves the right to:

- (i) invite the Bidder with the next highest score; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the DPI, including annulment of the Bidding Process.

2.19 In case it is found during the evaluation or at any time before signing of the Concession Agreement, or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions contained in this RFQ have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issuance of the LOA or entering into of the Concession Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the DPI to the Applicant, without the DPI being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the DPI may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

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

2.21 Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

3. Eligibility Criteria

3.1 Applicant must qualify the following criteria-

Sr	Particulars	Minimum requirements	Desired Document
1	Legal entity	Applicant has to be a single legal entity and incorporated in India at least 10 years prior to January 1, 2016. In case of companies, it must be registered as not for profit under Section 25 of the Companies Act for the same 10 year period. Only Companies incorporated under Section 25 of the Companies Act / Trust / Society are eligible to apply. Individual / Proprietorships / partnership firm / consortium are ineligible.	In the case of a society, Certificate of Registration issued by Registrar. For trusts, the registered trust deed. In case of companies, the certificate of incorporation issued by Registrar of Companies.
2	Turnover and Net Worth	Average Annual Turnover of atleast Rs. 30 Crores during the last three financial years (FY 2012-2013, 2013-2014 and 2014-2015) Minimum Net-Worth (excluding share premium) of Rs. 25 Crores as the audited financial statements as on 31.03.2015.	Audited Financial Statements for the last three financial years. Certificate from the auditor/s
3	Mandatory Experience	i. Atleast five years experience of running not less than 100 schools having Secondary and Higher Secondary levels out of which at least 25 percent should be in Educationally Backward Blocks as defined by MHRD (Government of India). ii. All such schools should be CBSE affiliated and in English medium. Note 1: Schools run under franchisee model will not be counted towards experience in i & ii above. Note 2: The experience of running the above schools should be directly by the applicant entity.	Self certified list with the registration number and the certificate issued by CBSE.
4	Blacklisting/ Bankruptcy /Insolvency	The applicant should not be debarred / blacklisted by Central Government / any State Government / PSU or under a declaration of ineligibility for corrupt or fraudulent practices. The	An affidavit stating the same.

		applicant should not be bankrupt or filed for bankruptcy. The applicant or any person responsible for management or conduct of affairs of the applicant entity should not be convicted in any criminal case or declare insolvent. An affidavit in this regard has to be along with the application under RFP.	
5	Essential registration	The applicant shall have the following Registrations: i. EPF Registration ii. PAN Number iii. Income tax returns for last 3 financial years	Copy of Certificate of Registration issued EPF Organization. Copy of PAN Card. ITRs filed with Income Tax Department
7	Other Requirements	Minimum 50% pass percentage of students in the operational schools in Board Examinations of XII in each of last three academic years.	Any authenticated report as submitted to CBSE or any other appropriate authority or any other equivalent document

3.2 Applicant has to submit all the relevant documents for certifying the above criteria

3.3 All documents must be submitted in a sealed envelope addressed to DPI Chhattisgarh, Raipur, and delivered to Rajya Madhyamik Shiksha Mission, 2nd floor, Pension Bada, Raipur.

3.4 Upon selection, the applicant will have to open an office in the State within 10 days of award of work. An undertaking this effect should be enclosed with the application.

4 Opening and Evaluation of Applications The DPI shall open the Applications at at the time and place specified and in the presence of the Applicants who choose to attend.

4.1 The DPI will subsequently examine and evaluate Applications in of applicants fulfilling the minimum eligibility criteria as specified earlier. Evaluation will be done as per Annexure 2.

4.2 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the DPI. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

4.3 Any information contained in the Application shall not in any way be construed as binding on the DPI, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

4.4 The DPI reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

4.5 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the DPI may, in its sole discretion, exclude the relevant information of the Applicant from consideration.

4.6 In the event that an Applicant's claim is determined by the DPI as incorrect or erroneous, the DPI shall reject such claim and exclude the same from consideration. Where any information is found to be patently false or amounting to a material misrepresentation, the DPI reserves the right to reject the Application and/ or Bid. To facilitate evaluation of Applications, the DPI may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the DPI for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.7 If an Applicant does not provide clarifications sought within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the DPI may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the DPI.

4.8 It shall be deemed that by submitting the Application, the Applicant agrees and releases the DPI, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexure – 1 of RFP
List of Model Schools

No.	District	Block	Name of Model School	Boys	Girls	Total Enrollment	Physical Progress
1	2	3	4	5	6	7	8
1	Balodabazar	Bhatapara	Tikuliya	158	120	278	Complete
2	Balodabazar	Balodabazar	Sakri	78	53	131	Complete
3	Balodabazar	Bilaigarh	Khamhariya	149	104	253	Complete
4	Balodabazar	Kasdol	Chharchhed	206	139	345	Complete
5	Balrampur	Rajpur	Patratu	110	79	189	Complete
7	Balrampur	Ramchandrapur	Bhawarmal	164	175	339	In Progress
8	Balrampur	Wadrafanagar	Premnagar	85	44	129	In Progress
9	Bastar	Bastar	Karmari	86	58	144	In Progress
10	Bastar	Jagadapur	Nakti Semra	78	82	160	Complete
11	Bastar	Tokapal	Singanpur	97	70	167	Complete
12	Bastar	Darbha	Gumadpal	57	32	89	Finishing
13	Bastar	Lohandiguda	Lamdaguda	148	78	226	Finishing
14	Bastar	Bastarnar	Lalaguda	65	49	114	Finishing
15	Bastar	Bakawand	Ulnar	76	27	103	Finishing
16	Bemetara	Bemetara	Janta	177	113	290	In Progress
17	Bijapur	Bhopalpattanam	Ulloor	163	38	201	In Progress
18	Bijapur	Usur	Chintakonta	210	58	268	In Progress
19	Bijapur	Bhairamgarh	Bhairamgarh	117	35	152	In Progress
20	Bijapur	Bijapur	Manjhiguda	169	117	286	In Progress
21	Bilaspur	Bilha	Godhi	235	130	365	Complete
22	Bilaspur	Gourela	Sarbahra	204	124	328	Complete
23	Bilaspur	Kota	Gobripat	212	122	334	Complete
24	Bilaspur	Marwahi	Kumhari	228	128	356	Finishing
25	Bilaspur	Masturi	Vedparsada	209	155	364	Complete
26	Bilaspur	Pendra	Kudkai	222	135	357	Finishing
27	Bilaspur	Takhatpur	Devrikhurd	223	150	373	Complete
28	Dantewada	Dantewada	Kumharas	223	25	248	Complete
29	Dantewada	Geedam	Jawanga	22	208	230	In Progress
30	Dantewada	Kuwakonda	Hitawar	4	41	45	Complete
31	Dantewada	Katekalyan	Mokhpal	53	0	53	In Progress
32	Gariyaband	Devbhog	Mungihar	146	72	218	Complete
33	Gariyaband	Mainpur	Deharguda	152	94	246	Complete
34	Janjgir-champa	Pamgarh	Kutraborh	204	169	373	Complete
35	Jashpur	Bagicha	Bagicha	186	120	306	Complete
36	Jashpur	Kansabel	Kansabel	161	125	286	Complete
37	Jashpur	Pathalgaon	Pandaripani	184	114	298	Complete
39	Kabirdham	Kawardha	Dharampura	220	123	343	Finishing
40	Kabirdham	Pandariya	Laduwa	154	116	270	Finishing
41	Kondagaon	Makdi	Belgaon	147	110	257	In Progress
42	Kondagaon	Kondagaon	Devkhargaon	145	97	242	Finishing
43	Kondagaon	Pharasgaon	Badedongar	192	110	302	In Progress
44	Kondagaon	Baderajpur	Visharampuri	103	55	158	Complete
45	Kondagaon	Keskal	Garkagudrepara	127	88	215	Complete
46	Korba	Kartala	Badmar	146	89	235	Complete
47	Korba	Katghora	Jenjara	156	155	311	Complete
48	Korba	Korba	Kharmora	118	116	234	Finishing
49	Korba	Pali	Saila	162	173	335	Finishing

50	Korba	Pondiuproda	Dongartarai	187	131	318	Complete
51	Koriya	Bharatpur	Janakpur	139	181	320	Complete
52	Koriya	Khadgawan	Sakariya	129	193	322	Complete
53	Koriya	Manedragarh	Kachhoud	120	79	199	Complete
54	Mungeli	Mungeli	Birgaon	178	126	304	Complete
55	Mungeli	Pathariya	Jareli Pendri	183	158	341	Complete
56	Mungeli	Lormi	Kotri	165	106	271	Complete
57	Narayanpur	Narayanpur	Sulenga	55	58	113	Not Started
58	Narayanpur	Orchha	Orchha	32	16	48	In Progress
59	Raigarh	Lailunga	Kunjara	145	138	283	Complete
60	Raigarh	Dharamjaygarh	Dharamjaygarh	146	146	292	Complete
61	Sarguja	Lakhanpur	Kewri	147	124	271	Complete
62	Sarguja	Mainpat	Narmadapur	58	33	91	In Progress
63	Sarguja	Bataouli	Bhatko	94	79	173	Complete
64	Sarguja	Lundra	Karanki	166	104	270	Complete
65	Sarguja	Sitapur	Pratapgarh	78	77	155	Complete
66	Sarguja	Ambikapur	Parsa	118	90	208	Complete
67	Sarguja	Udaypur	Sannibarra	71	65	136	In Progress
68	Sukma	Sukma	Murtonda	166	68	234	Complete
69	Sukma	Chhindgarh	Rokel	182	89	271	Complete
70	Sukma	Konta	Konta	162	4	166	Complete
71	Surajpur	Bhaiyathan	Jamdi	132	105	237	Complete
72	Surajpur	Odgi	Kalamanjan	168	121	289	Finishing
73	Surajpur	Pratappur	Kanaknagar	182	87	269	Complete
74	Surajpur	Surajpur	Tilsinwa	104	72	176	Finishing
Total:-				10238	7065	17303	

PARAMETERS OF QUALITATIVE EVALUATION

1. No of Students passed Class XII CBSE Board exam : Maximum Marks 40

Academic Year	Total Enrollment	1 st Division and %	2 nd Division and %	Others Passed and %	Total Pass & %	Fail and %
2012-13						
2013-14						
2014-15						

More than 7,000 students passed in Class XII Board Examination during last three years	40 Marks
Up to 7,000 students passed in Class XII Board Examinations during the last three years	20 Marks

- 2.
- Academic Performance:**
- : Maximum Marks 40

Percentage of students appeared in and scoring 80% marks and above in Class XII Board Examination during the last three years	40 Marks for 20% and above students scoring 80% or more
	20 Marks for 10% and less than 20% students scoring 80% or more
	10 Marks for less than 10% students scoring 80% or more

Academic Year	Total Appeared	% of Students scoring 80% and above
2012-13		
2013-14		
2014-15		

3. Pupil Teacher Ratio (PTR): Maximum Marks 20 Marks

PTR better than 1:40	20 Marks
PTR more than 1:40 and upto 1:50	10 Marks

Academic Year	Total Enrolment	Teachers	PTR
(1)	(2)	(3)	(4) = (3) : (2)
2014-15			

Note:

The certifying documents for the captioned criteria are as under:

Sr.	Evaluation Criteria	Document
1	No. of Students passed Class XII CBSE Board exam	School-wise result sheet or any other equivalent document
2	Academic Performance	School-wise result sheet or any other equivalent document
3	Pupil Teacher Ratio (PTR)	Any authenticated report as submitted to CBSE or any other appropriate authority or any other equivalent document

CONCESSION AGREEMENT

1	ARTICLE 1: DEFINITIONS AND INTERPRETATION	9
1.1	DEFINITIONS.....	9
1.2	INTERPRETATION	15
1.3	PRIORITY OF AGREEMENTS, CLAUSES AND SCHEDULES.....	17
2	ARTICLE 2: SCOPE OF WORK.....	18
2.1	BACKGROUND	18
2.2	Policy proposal.....	18
3	ARTICLE 3: GRANT OF CONCESSION.....	20
3.1	THE CONCESSION.....	20
4	ARTICLE 4: CONDITIONS PRECEDENT	22
4.1	Background	22
4.2	Conditions Precedent.....	22
4.3	COMMENCEMENT OF CONCESSION PERIO	22
5	ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE.....	23
5.1	Obligations of the Concessionaire	23
5.2	OBLIGATIONS RELATING UNDER THE SCHEME.....	25
5.3	BRANDING OF THE SCHOOL.....	26
6	ARTICLE 6: REPRESENTATIONS AND WARRANTIES.....	27
6.1	Representations and warranties of the concessionaires.....	27
7	ARTICLE 7: PERFORMANCE GUARANTEE.....	28
7.1	PERFORMANCE GUARANTEE	28
7.2	APPROPRIATION OF PERFORMANCE GUARANTEE	28
8	ARTICLE 8: RIGHT TO USE OF PROPERTY	29
8.2	SITE TO BE FREE FROM ENCUMBRANCES.....	29
8.3	PROTECTION OF SITE FROM ENCROACHMENTS.....	29
8.4	SPECIAL /TEMPORARY RIGHT OF WAY	29
8.5	PROPERTY TAXES.....	29
8.6	GEOLOGICAL AND ARCHAEOLOGICAL FINDS.....	30
8.7	USES OF LAND AND BUILDINGS SPECIFICALLY PROHIBITED	30
9	ARTICLE 9: OPERATION AND MAINTENANCE OF SCHOOL INFRASTRUCTURE.....	31
9.1	O&M obligations of the Concessionaire	31
9.2	MAINTENANCE REQUIREMENTS.....	32

9.3	DE-COMMISSIONING DUE TO EMERGENCY AND RE-COMMISSIONING THERE AFTER	32
9.4	RESTORATION OF LOSS OR DAMAGE TO THE SCHOOL	32
9.5	MODIFICATIONS TO THE SCHOOL INFRASTRUCTURE.....	32
10	ARTICLE 10: MONITORING OF OPERATION AND MAINTENANCE OF SCHOOL INFRASTRUCTURE	34
10.1	QUARTERLY STATUS REPORTS	34
10.2	INSPECTION.....	34
11	ARTICLE 11: MANAGEMENT OF THE SCHOOL / MONITORING OF THE SCHEME	35
11.1	MANAGING COMMITTEE	35
11.2	COMPOSITION OF STATE LEVEL MONITORING COMMITTEE	35
11.3	FUNCTIONS OF PROJECT MONITORING COMMITTEE (State level)	35
12	ARTICLE 12: OPERATIONS OF THE SCHOOL	36
12.1	Operation of the School.....	36
12.2	Affiliation of the School	36
12.3	MONTHLY REPORT	36
12.4	FEED BACK FROM STUDENTS AND PARENTS.....	36
13	ARTICLE 13: VOCATIONAL EDUCATION	37
13.1	VOCATIONAL EDUCATION IN THE SCHOOL.....	37
13.2	COUNSELING FOR VOCATIONAL TRAINING	37
13.3	COMMUNICATION SKILLS DEVELOPMENT	37
14	ARTICLE 14: SPORTS AND CO-CURRICULAR ACTIVITIES	38
15	ARTICLE 15: APPOINTMENT AND PERFORMANCE OF TEACHERS.....	39
16	ARTICLE 16: ADMISSION OF STUDENTS NUMBER OF SEATS.....	40
16.2	ADMISSION OF STUDENTS.....	40
17	ARTICLE 17: OTHER SERVICES	41
17.1	PROVISION OF UNIFORMS.....	41
17.2	PROVISION OF TEXT BOOKS.....	41
17.3	HEALTH CHECK-UP	41
17.4	APTITUDE TEST.....	41
17.5	Transportation	41
18	ARTICLE 18: MEASURES FOR HOLISTIC DEVELOPMENT STUDENTS.....	42
18.1	HOLISTIC DEVELOPMENT OF STUDENTS.....	42

18.2	ASSESSMENT OF LEARNING OUTCOMES	42
18.3	CONTINUOUS AND COMPREHENSIVE EVALUATION	42
18.4	PROBLEM SOLVING ASSESSMENT.....	43
18.5	ASSESSMENT OF CONCEPTUAL LEARNING	43
18.6	PROFICIENT TEST.....	43
18.7	BOARD EXAMINATION	44
19	ARTICLE 19 KEY PERFORMANCE INDICATORS	45
19.1	KEY PERFORMANCE INDICATORS (KPI)	45
19.2	NEGOTIATION OF KPIs	47
19.3	COMPOSITE SCORE OF ALL KPIs.....	47
19.4	INCENTIVES FOR MERITORIOUS PERFORMANCE AND / OR EXTRACURRICULAR ACTIVITIES.....	47
19.5	DROPOUT RATIO	48
19.6	ATTENDANCE RATE	48
19.7	REPETITION RATE	48
19.8	AWARDS AND HONORS	48
19.9	ACCREDITATION	48
19.10	LIMITATIONS	49
20	ARTICLE 20: TUITION SUPPORT	50
20.1	TUITION SUPPORT.....	50
20.2	PROVISIONAL TUITION SUPPORT.....	51
20.3	FINAL TUITION SUPPORT	51
21	ARTICLE 21: ONE TIME INFRASTRUCTURE SUPPORT GRANT	53
21.1	GRANT	53
22	ARTICLE 22: FEE AND CHARGES	54
22.1	FEES PAYABLE BY OTHER STUDENTS.....	54
23	ARTICLE 23: PAYMENTS BY THE AUTHORITY.....	55
23.1	BILLING AND PAYMENT.....	55
23.2	DISPUTED AMOUNTS	55
23.3	PERIOD OF PAYMENT	55
24	ARTICLE 24: ACCOUNTS AND AUDIT	56
24.1	AUDITED ACCOUNTS.....	56
24.2	APPOINTMENT OF AUDITORS.....	56

24.3	CERTIFICATION OF CLAIMS BY AUDITORS	57
24.4	SET-OFF	57
24.5	DISPUTE RESOLUTION	57
25	ARTICLE 25: PROVISIONS FOR BREACH OF AGREEMENT	58
25.1	EXTENSION OF CONCESSION PERIOD	58
25.2	MITIGATION OF COSTS AND DAMAGE	58
26	ARTICLE 26: TERMINATION	59
26.1	Termination for Concessionaire Default	59
26.2	26.3 Penalty	59
27	ARTICLE 27: LIABILITY AND INDEMNITY	60
27.1	GENERAL INDEMNITY	60
27.2	INDEMNITY BY THE CONCESSIONAIRE	60
27.3	NOTICE AND CONTEST OF CLAIMS	61
27.4	DEFENSE OF CLAIMS	61
27.5	NO CONSEQUENTIAL CLAIMS	62
27.6	SURVIVAL ON TERMINATION	62
27.7	LIABILITY OF CONCESSIONAIRE	62
28	ARTICLE 28: DISPUTE RESOLUTION	63
28.1	DISPUTE RESOLUTION	63
28.2	CONCILIATION	63
29	ARTICLE 29: CHANGE OF SCOPE	64
29.1	CHANGE OF SCOPE	64
29.2	PROCEDURE FOR CHANGE OF SCOPE	64
29.3	PAYMENT FOR CHANGE OF SCOPE	64
30	ARTICLE 30: DISCLOSURE	65
30.1	DISCLOSURE OF SPECIFIED DOCUMENTS	65
30.2	DISCLOSURE OF DOCUMENTS RELATING TO SAFETY	65
30.3	WITHHOLDING DISCLOSURE OF PROTECTED DOCUMENTS	65
31	ARTICLE – 31: DISCLAIMER	66
32	ARTICLE – 32: FORCE MAJEURE	67
32.1	FORCE MAJEURE	67
32.2	NON-POLITICAL EVENT	67

32.3	INDIRECT POLITICAL EVENT	67
32.4	POLITICAL EVENT	67
32.5	DUTY TO REPORT FORCE MAJEURE EVENT.....	68
32.6	EFFECT OF FORCE MAJEURE EVENT ON THE CONCESSION	68
32.7	ALLOCATION OF COSTS ARISING OUT OF FORCE MAJEURE	69
32.8	TERMINATION NOTICE FOR FORCE MAJEURE EVENT.....	69
32.9	DISPUTE RESOLUTION.....	70
32.10	EXCUSE FROM PERFORMANCE OF OBLIGATIONS	70
32.11	RELIEF FOR UNFORESEEN EVENTS.....	70
32.12	ARRANGEMENTS OF THE STUDENTS	71
33	ARTICLE 33: REDRESSAL OF PUBLIC GRIEVANCES	72
33.1	COMPLAINTS REGISTER.....	72
33.2	REDRESSAL OF COMPLAINTS	72
34	ARTICLE 34: MISCELLANEOUS	73
34.1	GOVERNING LAW AND JURISDICTION	73
34.2	WAIVER OF IMMUNITY	73
34.3	LIABILITY FOR REVIEW OF DOCUMENTS.....	73
34.4	EXCLUSION OF IMPLIED WARRANTIES ETC.....	73
34.5	SURVIVAL	73
34.6	ENTIRE AGREEMENT	74
34.7	SEVERABILITY	74
34.8	NO PARTNERSHIP.....	74
34.9	SUCCESSORS AND ASSIGNEES.....	74
34.10	NOTICES	74
	SCHEDULE – A.....	76
	Schedule – B	79
	SCHEDULE – C	80

<<Rs. 100 Stamp Paper>>

DRAFT CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the.....days of.....20.....

BETWEEN

1. THE Department of School Education, on behalf of Government of Chhattisgarh as represented by DPI Chhattisgarh, Indravati Bhavan Chhattisgarh and (hereinafter referred to as the “AUTHORITY” which expression shall, unless repugnant to the context of meaning there of, include its administrators successors and assignees) of one part:

AND

2. The successful applicant who shall be “CONCESSIONAIRE”

WHEREAS:

(A) The authority had resolved to operate Model Schools for providing access to quality education in partnership with private entities as terms and conditions to be set forth in a concession agreement.

(B) The Authority has accordingly invited Request for Proposal (RFP) for selecting applicant for the running of the school in the state of Chhattisgarh.

(C) The Authority had prescribed the technical and commercial terms and conditions, and invited the RFP from the applicant for undertaking the project.

(D) After evaluation of the applications received, the authority had accepted the application of the selected applicant and issued its letter of Award No.dated.....(hereafter called the “LOA”) to the selected applicant requiring, inter alia, the execution of the concession Agreement within 06 days of the date of issue thereof.

(E) The selected applicant has agreed to enter into this concession agreement and undertake and perform the obligations and exercise the right of the selected applicant under the LOA, including the obligation to enter into this concession agreement pursuant to the LOA, for executing the project.

(F) The Authority has agreed to the request of the selected applicant 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.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreement 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:

1 ARTICLE 1: DEFINITIONS AND INTERPRETATION

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.

1.1 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;

“Accreditation” shall have the meaning as set forth in Article 19.6;

“Affiliation” shall have the meaning as set forth in Article 12.2 and includes provisional affiliation;

“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 in to force and effect by Government of India (GoI) or Government of Chhattisgarh (GoCG) including rules, regulations and notifications made there under into force during the pendency of this Concessionaire agreement and judgments, decrees, injunctions, writs and orders of any court of record or which may come, 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 construction, operation and maintenance of the school during the subsistence of this AGREEMENT;

“Appointed Date” means that date on which every Condition Precedent shall have been satisfied or waived, as the case may be;

“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;

“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;

“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;

“CBSE” means the Central Board of Secondary Education, a society constituted by GOI vide Resolution No. F.115-R28 dated July 1, 1929 and shall include any substitute thereof;

“CBSE Guidelines” means the Central Board of Secondary Education Affiliation Bye-Laws as may be amended from time to time and all other bye-laws, rules, regulations, circulars and guidelines issued by CBSE from time to time for and in respect of the affiliation and regulation of schools;

“CBSE Circulars” means all notices and circulars published by CBSE and required to be followed by CBSE affiliated Schools, from time to time;

“CBSE Curriculum Documents” means the documents or circulars issued by CBSE for and in respect of the curriculum applicable to CBSE affiliated Schools;

“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 and shall include any index which substitutes the CPI, and any reference to CPI shall, unless the context otherwise requires, be construed as a reference to the CPI published for the period ending with the preceding month, save and except that for the purpose of annual revision of Salary Grant in accordance with the provisions of Article 20 the revision due on April 1 of any year shall be computed with reference to CPI as on January 31 of that year;

“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 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;

“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;

“Conditions Precedent” shall have the meaning as set forth in Article 4.1.1;

“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;

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writing, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Dropout” means a Student who is deemed to have discontinued studies at the school, either by absence for a continuous period of 3(three) months followed by an attendance of less than 80% (eighty percent) in the subsequent 3(three) months but shall not include a student whose parents

have been transferred out of the Block or have migrated there from or a Student being ill or bedridden, as evidenced by a medical practitioner's certificate;

“Dropout Ratio” for a Quarter 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 quarter and the Dropout Ratio for an Academic Year shall be computed correspondingly;

“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, including Tuition Fee, in accordance with the provisions of this AGREEMENT, Applicable Laws and CBSE Guidelines;

“Financial Support” means the sum of reimbursement of RTE Quota Students, fee of existing students and Salary Support due and payable by the Authority to the Concessionaire for and in respect of an accounting year;

“Force Majeure” or “Force Majeure Event” shall have the meaning as set forth in Article 32.1;

“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, CBSE Guidelines and Applicable Permits;

“Government” means the Government of the State of Chhattisgarh (GoCG);

“Government Instrumentality” means any department, division or sub-division of GoCG 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;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright(including rights in computer software), database rights, semi-conduct, topography rights, utility models, rights in know-how and other intellectual property rights, in

each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Key Performance Indicators” shall have the meaning as set forth in Article 19;

“Managing Committee” shall have the meaning as set forth in Article 19.1.1;

“Material Adverse Effect” means a material adverse 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;

“NVEQF” shall have the meaning as set forth in Article 13;

“Non-Political Events” shall have the meaning as set forth in Article 32.2;

“One Time Infrastructure Support Grant” shall have the meaning set forth in Article 21;

“O&M” means the operation and maintenance of the School Infrastructure and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and connection of fee in accordance with the provisions of this AGREEMENT;

“O&M Expenses” means expenses incurred by or on behalf of the Concessionaire as the case may be, for all O&M including (a) salaries and other compensation to Teachers and staff, (b) cost of materials, supplies, utilities and other services, (c) premium for insurance (d) all taxes, duties, cession and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any contract in connection with or incidental to O&M , and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this AGREEMENT;

“Operation Period” shall have the meaning as set forth in Article 3.1.3;

“Parents” mean the parent 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;

“Performance Guarantee” shall have the meaning set forth in Article 7;

“Political Event” shall have the meaning as set forth in Article 32.4;

“Provisional Tuition Support” shall have the meaning as set forth in Article 20.2.

“Repetition Rate” means the number of Students repeating a Class in any Academic Year expressed as a percentage of the total number of Students in that Class in the immediately preceding Academic Year;

“Salary Grant” means the grant specified in Article 20

“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 CBSE Guidelines; The definition of Primary School, middle school, High School, Higher Secondary school, shall have the same meaning as held by convention and for the same classes as in state of Chhattisgarh.

“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 CBSE Guidelines;

“School Management” shall mean the Concessionaire acting by itself or through the Managing Committee, Executive Committee 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 the Project” shall have the meaning as set forth in Article 2.1;

“Government Quota Students” shall include 8% Government quota plus 25% RTE students;

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

“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, CBSE Guidelines and Good Education Practice, and shall include the Principal and Vice Principal of the school;

“Taxes” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess 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;

“Termination Notice” means the communication issued in accordance with this AGREEMENT by one Party to the other party terminating this AGREEMENT;

“Transfer Date” means the date on which this AGREEMENT and the Concession hereunder expires pursuant to the provisions of this AGREEMENT or is terminated by a Termination Notice;

“Tuition Fee” means the fee levied and collected by the concessionaire in accordance with the provisions of this AGREEMENT for tuition of Students;

“Tuition Support” shall have the meaning as set forth in Article 20;

“WPI” means the Wholesale price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

1.2 INTERPRETATION

1.2.1 In this Agreement, unless the context otherwise requires.

(a) 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 constructed 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 for 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:

(j) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in the capital of the state are generally open for business:

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(l) Any reference to any period of commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day

of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(m) The words importing singular shall include plural and vice versa;

(n) References to any gender shall include the other and neutral gender;

(o) 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 ;

(p) 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;

(q) 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 ;

(r) The schedules and Recitals to this agreement from 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;

(s) 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;

(t) The damages payable 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

(u) Time shall be of the essence in the performance of the Parties’ respective obligation. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 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.

1.2.3 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.

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

1.3 PRIORITY OF AGREEMENTS, CLAUSES AND SCHEDULES

1.3.1 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 agreements 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.

1.3.2 Subject to the provisions of Article 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply;

1.3.3 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;

1.3.4 Between the clauses of this agreement and the schedules, the clauses shall prevail and between schedules and annexure, the schedules shall prevail;

1.3.5 Between any two schedules, the schedule relevant to the issue shall prevail;

2 ARTICLE 2: SCOPE OF WORK

2.1 BACKGROUND

2.1.1 Model Schools had been sanctioned under RMSA (Centrally sponsored scheme) in 74 Educationally Backward Blocks (EBBs) of the state. Model schools cater to all round development of students, including sports, cultural and other activities along with education. Model School promotes local art and culture with practical knowledge and learning.

2.1.2 The enrollment in these schools is 17,722 in 2015-2016 (Boys 10485 and Girls 7,237).

2.1.3 Out of these 74 Model Schools, the buildings in 60 have been constructed and 12 are under construction, expected to be completed by August, 2016. Each model School has land up to 10 acres approximately. [The remaining 2 schools at Kusmi and Bodala do not have buildings or their own; hence are not proposed as part of this EOI.]

2.1.4 Out of these 72, 15 are operational with classes VI to XI and 57 are operational with classes VI to X.

2.1.5 All 72 are currently following the CBSE syllabus and are in English medium. Depending on their current highest class, they are appropriately affiliated to Central Board of Secondary Education. The current modality of admission at the class VI level is as per district roster/reservation policy.

2.2 Policy proposal

2.2.1 The Department of School Education, Government of Chhattisgarh is engaged in the provision of quality education, especially for the under privileged population and population in remote areas, and as part of this endeavour, a new scheme titled as **Mukhyamantri Adarsh Vidyalaya Yojana** is proposed in selected educationally backward blocks of the state, with the intention to effectively utilize 72 buildings constructed / under construction under the Model School scheme of RMSA.

2.2.2 The scheme is provide quality school education till XII through selection of an appropriate private entity with whom a concession agreement will be executed in order to give effect to the scheme.

2.2.3 These schools under the concession agreement will have to be CBSE affiliated and in English Medium. Other terms and conditions are prescribed in the concession agreement.

2.2.4 The locations of 72 Schools in the respective EBBs are given in Annexure-1 of RFP, and the authority shall provide building and furniture and other equipment on “*as is, where is*” basis, for 30 year term including the building and utilization of area of the schools premise.

2.2.5 Students currently enrolled and studying in these 72 schools between classes VI to XI shall continue to be enrolled and attended to by the selected applicant till they pass out class XII.

The cost of these students will be borne by State Government at the rate of Rs. 7,216/- per student per year.

2.2.6 The Government Quota for Classes IX to XII shall be one third of the total seats. For 25% of the total seats the DPI shall reimburse fees as per RTE norms of Class VIII. For rest 8% of the total seats, there shall be no payment from DPI.

2.2.7 For 59 schools (Seat sharing basis):- Within the prescribed limit of seats per class twenty five percent of the seats shall be regarded as Right to Education (RTE) quota for which no fees will be chargeable from the student and the selected applicant will be reimbursed as per the prevailing norms defined by the GoCG. Apart from this RTE Quota, another eight percent seats of each class shall be kept as Government Quota. Students for this quota shall be nominated as per the procedure defined by the GoCG. Students currently enrolled and studying in these 59 schools between classes VI to XI shall be regarded as studying against RTE Quota and Government Quota seats for which payment will be done as per clause 2.10.

2.2.8 For 13 Schools to be run on O&M basis all students will be selected as Government quota as per the procedure defined by the GoCG. No seat sharing will be permitted. To run these schools applicant will be given per school a salary grant of all recruited and working teachers as per GoCG norms and another 10% of salary grant as administrative expenses.

2.2.9 Apart from continuing the existing Classes VI to XII, the concessionaire has the liberty to start classes from I to VI subject to a minimum of two sections and a maximum of 90 students per class, and further subject to compliance of all norms of CBSE. Any expansion in number of students shall require prior approval of the Authority. Upon expansion of such capacity the RTE and Government Quota will be proportionately applicable.

3 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 Concessionaires the Concession set forth herein including the exclusive right, lease and authority to augment, operate and maintain the school (the “concession”) during the period Commencing from the appointed date and ending on the 30th (thirtieth) anniversary Thereof, or upon earlier termination there of (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 1st April 2016.

3.1.3 The operation period under this Agreement shall commence from the academic year 2016-17 in which (a) The schools have 17722 existing students from class 6th to 11th (b) The schools will admit new students from class 1st to class 12th as per CBSE guideline. (c) (c) obtained affiliation: and (d) Augmentation of school infrastructure necessary and sufficient, and shall expire upon completion of 30 (thirty) years from the Date of commencement thereof (the “operation period):

Provided further that the Authority may, in its discretion, extend the operation period by 30 (thirty) years on the terms and conditions set out herein and in the event of such Extension, the operation period shall be deemed to be extended accordingly Provided also that the parties may agree to extend the operation period for such further Period and on such conditions as may be mutually agreed upon:

3.1.4 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 of its intention to continue to be the concessionaire for the schools and the Authority intending allow the concessionaire, the further period of extension will decided mutually by both the parties subject to such terms and conditions as may be mutually agreeable to both parties.

3.1.5 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:

- 3.1.5.1 Right of way, access and lease to the site for the purpose of and to the extend Conferred by the provisions of this Agreement:
- 3.1.5.2 Finance and construct the additional school infrastructure/repair.
- 3.1.5.3 Manage, operate and maintain the school and regulate the use thereof
- 3.1.5.4 Demand and collect fee from students (except for Government Quota / RTE quota students) enrolled in the school, save and except as provided in this Agreement:
- 3.1.5.5 Demand and receive tuition support / salary grant from the Authority in accordance with the provisions of this agreement :
- 3.1.5.6 Perform and fulfill all of the concessionaire's obligations under and in accordance with this agreement.
- 3.1.5.7 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 performance of the concessionaire under this agreement : and
- 3.1.5.8 Neither assigns, transfer or sub let or create any lien or encumbrance or collaborate OR mortgage the immoveable assets on this agreement, or the concession hereby granted for operation and management.

4 ARTICLE 4: CONDITIONS PRECEDENT

4.1 Background

4.1.1 The locations of 72 Schools in the respective EBBs are given in Schedule A Annexure-1, and it is proposed to provide building and furniture and other equipment and ground on an “*as is, where is*” basis on release.

4.1.2 The concessionaire shall notify the authority in writing at least fortnight before one week on the Progress made in satisfying the conditions precedent.

4.2 Conditions Precedent

4.2.1 Upon the concessionaire providing the performance security to the authority in Accordance with the provision of Article 7, the authority of after receipt of the performance security provide right of use of school buildings, equipments and adjacent ground to the site.

4.3 COMMENCEMENT OF CONCESSION PERIO

4.3.1 The date on which all Conditions Precedent specified in Article 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date, which shall be the date of commencement of the Concession Period. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority specify and declare the Appointed Date and shall thereupon be entitled to commence construction on the project. All related preparatory activities shall preferably be completed before the commencement date i.e. 1st week of April.

4.3.2 In case of any delay regarding starting of the fresh session for existing enrollment from Concessionaire, then a penalty @ 0.1% of the performance guarantee for each days delay until the fulfillment up to the maximum amount equal to 20% of the performance guarantee.

5 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 act.

5.1.3 The concessionaire shall obtain, at its own cost, all the necessary approvals from the Central Board of Secondary Education.

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 concession shall, at its own cost and expenses, in addition to and not in derogation of its obligations elsewhere set out in this agreement:

- 5.1.5.1 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 other than those set forth in Article 4.1.2, and obtain and keep in force and effect such applicable permit in conformity with the applicable laws. :
- 5.1.5.2 Procure as required the appropriate proprietary rights, licenses, agreement and permissions for materials methods processes and systems used or incorporated in the school:
- 5.1.5.3 perform and fulfill its obligations under the financing agreements:
- 5.1.5.4 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 :
- 5.1.5.5 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:
- 5.1.5.6 Always act in a manner consist with the provisions of this agreement and not cause or fail to do any act, in deed or thing whether intentionally or otherwise, which may in any manner be violate of any of the provisions of this agreement :
- 5.1.5.7 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 :
- 5.1.5.8 Ensure that students are taught in conformity with good education practice:
- 5.1.5.9 Concessionaire and School management shall make all efforts to protect each and every student from any kind of sexual harassment, abuses and similar offenses.
- 5.1.5.10 School Management will strictly follow the provisions of “The Protection of Children from Sexual Offences Act” 2012.
- 5.1.5.11 School Management will strictly follow the provisions of “Sexual Harassment of Women at Workplace, Act” 2013.
- 5.1.5.12 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, by the School Management.
- 5.1.5.13 if any offence or any incident has taken place it should be promptly reported to the police, authority or its representatives in the district immediately.

- 5.1.5.14 in this regard School management will also follow all instructions and circulars issued by education department from time to time.
- 5.1.5.15 Ensure that parents are treated with due courtesy and consideration and provided with ready access to information.
- 5.1.5.16 Support , cooperate with the facilitate the authority in the implementation and operation of the project in accordance with the provisions of this agreement:
- 5.1.5.17 Undertake implementation of applicable government schemes pertaining to provision of free uniforms ,text books, annual health check –up and other forms of the of assistance to promote the education and welfare of the students:
- 5.1.5.18 Transfer the school, affiliation from CBSE and other approvals, at its own cost, to the authority upon termination of this agreement in accordance with the provision thereof.

5.1.6 Notwithstanding anything contained in this agreement, the Concessionaire shall comply with orders or directions of the Department of School Education issued in relation to cases of negligence of Concessionaire towards any student or employees or cases filed under Sexual Harassment of Women at Workplace Act, 2013.

5.2 OBLIGATIONS RELATING UNDER THE SCHEME

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 any things contained in the scheme agreements or any other agreement, and no Default under any scheme agreement shall excuse the concessionaire from its Obligations or liability hereunder.

5.2.2 For the avoidance of doubt It is agreed that the review and 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 review and/or convey its observation on any Document shall relieve the concessionaire of its obligations and liabilities. 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 government .for the avoidance of doubt The government acknowledges and agrees that it shall not unreasonably withhold Its consent for restructuring or rescheduling of the debt of the concessionaire.

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.

5.2.5 The concessionaire may change the name of the school with prior consent of authority subject to no change in any terms and conditions.

5.3 BRANDING OF THE SCHOOL

5.3.1 The school shall be known, promoted, displayed and advertised by the name of _____ Mukhyamantri Adarsh Vidyalaya. The concessionaire shall ensure that the words “Mukhyamantri Adarsh Vidyalaya” are always displayed prominently and for this purpose, the preceding words shall be written in the top line and the words “Mukhyamantri Adarsh Vidyalaya” shall be displayed more prominently in the main line. However, the concessionaire shall have the right to use maximum of three additional words in addition to the above.

5.3.2 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.

5.3.3 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.

5.3.4 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 content the fact that such schools are operated by them under Concession agreement with the state govt. of Chhattisgarh.

6 ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties of the concessionaires

6.1.1 The concessionaire shall abide by all rules, Acts, regulations, laws, of Govt. of India as well as Govt. of Chhattisgarh, applicable from time to time.

6.1.2 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:

6.1.3 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 of its obligations under this agreement.:

7 ARTICLE 7: PERFORMANCE GUARANTEE

7.1 PERFORMANCE GUARANTEE

7.1.1 The concessionaire give a performance guarantee of Rs. 50 thousand for each school in the form of Bank guarantee. The performance guarantee shall remain in force until completion of the entire concession period.

7.1.2 Each performance guarantee shall be renewed before the expiry of the validity period of the existing bank guarantee.

7.2 APPROPRIATION OF PERFORMANCE GUARANTEE

7.2.1 Upon occurrence of a concessionaire default, the authority shall, without prejudice to its other rights and remedies hereunder or law, be entitled to en cash and appropriate the relevant amounts from the Performance Guarantee as Damages for such concessionaire Default. Upon such encashment and appropriation from the performance Guarantee, the concessionaire shall, within 15(fifteen) days thereof, replenish , in case of partial appropriation of the entire performance guarantee provided a fresh performance guarantee , as the case may Be failing which the Authority shall be entitled to terminate this agreement in accordance with the provisions of Article 26. Upon replenishment or furnishing of a fresh performance Guarantee, as the case may be, as a fore said , the concessionaire shall be entitled to an additional cure period of 90(ninety) days for remedying the concessionaire Default, and in the authority shall be entitled to en cash and appropriate such performance guarantee as damages, and to terminate this agreement in accordance with the provisions of Article 26.

8 ARTICLE 8: RIGHT TO USE OF PROPERTY

8.1.1 The site of the school shall comprise the real estate described in **Schedule-A, Annexure 1** and play ground if any.

8.1.2 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.

8.1.3 Properties (Building and Land) shall remain in the ownership of GoCG.

8.1.4 For allowing this lease of right to use the property under this concession agreement, the Concessionaire will pay the Authority a nominal rent of <<Rs. XXX>> per school per year.

8.2 SITE TO BE FREE FROM ENCUMBRANCES

8.2.1 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. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. 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.

8.3 PROTECTION OF SITE FROM ENCROACHMENTS

8.3.1 During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, Encroachments or Encumbrances, and shall not place or create nor permit any contractor or other person claiming through or under the Concessionaire to place or create any Encumbrances or security interest over all or any part of the site or the project assets, or on any rights of the concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

8.4 SPECIAL /TEMPORARY RIGHT OF WAY

8.4.1 The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the site. The Concessionaire shall obtain at its cost such facilities on or outside of the site as may be required by it for the purposes of the school and the performance of its obligations under this Agreement.

8.5 PROPERTY TAXES

8.5.1 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.

8.6 GEOLOGICAL AND ARCHAEOLOGICAL FINDS

8.6.1 It is expressly agreed that mining, geological or archaeological rights do not form part of the lease 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.

8.6.2 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.

8.7 USES OF LAND AND BUILDINGS SPECIFICALLY PROHIBITED

8.7.1 The Concessionaire is not allowed to use the school infrastructure for any purpose other than those specified under this agreement.

8.7.2 Any political event or gathering of any nature whatsoever are not allowed in the schools under this agreement.

9 ARTICLE 9: OPERATION AND MAINTENANCE OF SCHOOL INFRASTRUCTURE

9.1 O&M obligations of the Concessionaire

9.1.1 During the Operation 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 CBSE guidelines and 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 emergency services of the state.
- d. Carrying out period 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 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 CBSE Guidelines:
- 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, CBSE Guidelines and Good Education Practice.
- n. Provided further any such obligation under this section shall not involve any financial burden on the authority or state govt.

9.1.2 The Concessionaire shall after completion of necessary 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.

9.2 MAINTENANCE REQUIREMENTS

9.2.1 The Concessionaire shall ensure that at all times during the operation period, the school infrastructure and ground premises be maintained in conformity with accessibility, safety, security and accepted standard conventions conforms to the maintenance requirements. 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 any were by concessioner do not poses any health or safety hazard to students, staff and general public.

9.3 DE-COMMISSIONING DUE TO EMERGENCY AND RE-COMMISSIONING THERE AFTER

9.3.1 If 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 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.

9.3.2 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.

Any decommissioning or closure of any part of the school infrastructure and the re-commission there of shall, as soon as practical, be brought to the notice of affected persons by the means of public announcements/notice.

9.4 RESTORATION OF LOSS OR DAMAGE TO THE SCHOOL

9.4.1 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.

9.5 MODIFICATIONS TO THE SCHOOL INFRASTRUCTURE

9.5.1 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.

9.5.2 Provided that there is no alteration or modification to basic structures of the school. In case of alteration or modification to basic structure of the schools (such as combination of two new rooms) and not Concessionaire shall undertake any work without written approval from state govt.

9.5.3 The Concessionaire shall endeavor to provide and maintain a boundary wall and other suitable protection around the school premises and shall provide such other security equipment and devices as may be necessary for the security of students, staff and visitors.

9.5.4 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.

10 ARTICLE 10: MONITORING OF OPERATION AND MAINTENANCE OF SCHOOL INFRASTRUCTURE

10.1 QUARTERLY STATUS REPORTS

10.1.1 During operations 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 CBSE guidelines , maintenance, Requirements, maintenance manual, maintenance programme and safety requirements, and shall promptly give such other relevant information as may be required by the Authority or the Independent Panel. In particular, such report shall separately identify and state in reasonable details the defects and deficiencies that require rectification.

10.1.2 During Operation period, the Concessionaire shall, no later than 10(ten) days after the close of each month furnish a monthly management report which shall include a summary of:

- (a) key performance indicators achieved in the month , along with an analysis of reasons for failures , if any , and proposals to remedy the same :
- (b) key operational hurdles and deliverable in the succeeding month along with strategies for addressing the same and for otherwise improving the School's operational performance ; and
- (c) key financial parameters for the month , as benchmarked against the monthly budget and the reasons for shortfall, if any , and proposal to remedy the same.

10.2 INSPECTION

10.2.1 Any authorized representative from GoCG shall be free to inspect at any time quality, study, maintenance as prescribed by GoCG.

11 ARTICLE 11: MANAGEMENT OF THE SCHOOL / MONITORING OF THE SCHEME

11.1 MANAGING COMMITTEE

11.1.1 Each school will be managed by a School management committee as per the norms and guidelines of CBSE at school level.

11.1.2 Entire scheme and implementation of concessional agreement under the chairmanship of Secretary, School Education, Department of School Education, Government of Chhattisgarh.

11.1.3 The constitution of this body shall be as specified by the department of school education but shall be compulsorily have representative of the Concessionaire party.

11.2 COMPOSITION OF STATE LEVEL MONITORING COMMITTEE

11.2.1 At state level committee will be formed with (a) Secretary, School Education, Government of Chhattisgarh as the Chairman; (b) President / Vice President of the Concessionaire as the vice chairman; (c) MD RMSA; (d) Director, DPI; (e) one educationist nominated by Department of school education; (g) principal of Schools nominated by collector (in alphabetical order from each districts the principal will be called up);. Concessionaire Meeting will be organized at least once in a year. Invitee members of this committee may be co-opted as per requirement.

11.3 FUNCTIONS OF PROJECT MONITORING COMMITTEE (State level)

11.3.1 The functions and powers of the management committee shall include inter alia the following

- (a) Overseeing and ensuring smooth functioning of the school in conformity with the provisions of this Agreement, CBSE guidelines 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) Monitoring other activities as may be specified in the CBSE guidelines:

12 ARTICLE 12: OPERATIONS OF THE SCHOOL

12.1 Operation of the School

The concessionaire shall operate the School in accordance with the provisions of this agreements, CBSE Guide lines. Applicable laws rules and good education practice and in English medium only.

12.2 Affiliation of the School

12.2.1 All 72 Schools are currently functioning in CBSE pattern and English medium with due affiliation for which subsequent necessary action will have to be under taken by the concessionaire.

12.2.2 The concessionaire shall at all times comply with the conditions of affiliations as per CBSE Guide lines as applicable laws, rules, good education practices from time to time on their own cost.

12.3. MEDIUM OF INSTRUCTION

The medium of instruction in the school shall be English only.

12.4. TIMING

The timing of school for each school will be decided by the concessionaire keeping in view the local necessity and practice.

12.3 MONTHLY REPORT

During operation Period, the School Management shall, no later than 5(five) days after the end of each month, furnish to the Authority a monthly report in a form acceptable to the Authority, stating in reasonable detail the compliance or otherwise with the provisions of this Agreement , Applicable Laws and CBSE Guide lines, and shall promptly give such other relevant information as may be required by the Authority, In particular, such report shall report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

12.4 FEED BACK FROM STUDENTS AND PARENTS

12.4.1 The concessionaire shall Endeavour to obtain feedback from Students at least once a year.

12.4.2 The concessionaire shall endeavour to obtain feed back in at least once a year. from the Parents of each Student.

12.4.3 The School Management shall organize a combined meeting of Parents and Teachers at least once a year

12.4.4 All feedback shall include teaching practices. curriculum and content, examination, staff behavior other co curricular and extra-curricular activities utilization of infrastructure and equipments.

13 ARTICLE 13: VOCATIONAL EDUCATION

13.1 VOCATIONAL EDUCATION IN THE SCHOOL

13.1.1 The concessionaire may provide vocational education to its Students in accordance with the applicable National Vocational Educational Qualifications Frame work (the “NVEQF”) and shall , in conjunction with the regular curriculum offer not less than 3(three) vocational courses to Students of Classes XI and XII. The courses shall be selected by the School Management in a manner that provides choice to Students and offers opportunities for acquiring higher skills or for employment, preferably within the region.

13.1.2 The concessionaire may procure equipment and raw materials for training of students in each vocational course in accordance with NVEQF , CBSE Guidelines and Good Educational Practices. Provided , however , that the School Management may not procure such equipment and raw materials if it has access to workshop conducting vocational training within a radius of 5(five) kilometers.

13.1.3 The curriculum, design and delivery of vocational education shall be in accordance with NVEQF. The School Management shall provide support services for filling competency gaps in Students opting for vocational courses including, inter alia, bridge courses, on-the-job training, training –cum-production centre and linkages with the industry and services in the region.

13.1.4 The concessionaire may appoints not less than 2(two) full-time Teachers, trained in accordance with the provisions of NVEQF, for providing vocational education to the students and may also appoint part-time Teachers as required.

13.2 COUNSELING FOR VOCATIONAL TRAINING

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

13.3 COMMUNICATION SKILLS DEVELOPMENT

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

14 ARTICLE 14: SPORTS AND CO-CURRICULAR ACTIVITIES

14.1.1 The concessionaire will promote all kinds sports and co-curricular activities.

14.1.2 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 specified herein shall include sports events, science and social science exhibition, annul day and national festivals such as the Independence Day and Republic Day.

14.1.3 For all sports and co curricular activities concessionaire shall maintain all adequate infrastructure and equipments.

15 ARTICLE 15: APPOINTMENT AND PERFORMANCE OF TEACHERS

15.1.1 Appointment, Performance, Training, Establishment, Attendance, leave etc. of teachers will be done by the concessionaire only as per CBSE guidelines.

15.1.2 Teacher shall be employee of the concessionaire and under no circumstances shall accepted as govt. employees nor shall have any rights to regularization against any govt. post.

15.1.3 Any appointment by the concessionaire for providing of any services teaching or other - wise shall expressly set out the above conditions.

16 ARTICLE 16: ADMISSION OF STUDENTS NUMBER OF SEATS

16.1.1 At present total number of students studying from class 6th to 11th 17703. Those students currently enrolled and studying in these 72 schools between class 6th to 11th shall continue to be enrolled and attended to by the Concessionaire.

16.1.2 Further, the Concessionaire shall have the liberty to starts classes at a level suitable to them subject to a minimum of 2 sections per class and a maximum of 90 students per class and further subject to compliance of all norms of CBSE. Any variation in number of students for section shall require prior approval of the department.

16.2 ADMISSION OF STUDENTS

16.2.1 The School Management shall establish and publish a fair and transparent policy for selection and admission of students in conformity with this AGREEMENT, CBSE Guidelines and Good Educational Practice.

16.2.2 For 59 schools 67% will be open admission by the concessionaire (i.e. quota to admit students at the liberty of Concessionaire). 25% students will be enrolled under RTE Government norms. Remaining 8% will be of free Government Quota to be enrolled as per procedure laid down by Authority. For the 13 schools in LWE areas, admission will be as per procedure existing / laid down by the Authority.

16.2.3 Attendance of students: The concessionaire will try to ensure 100% attendance in each class.

17 ARTICLE 17: OTHER SERVICES

17.1 PROVISION OF UNIFORMS

17.1.1 The concessionaire shall at the beginning of each Academic year, provide to students not less than 2(two) sets each of the uniform of the school including inter alia shirts, trousers/shorts/skirts, blazer/pullover, belt, socks and a pair of shoes.

17.1.2 The cost of providing uniforms to the students under RTE quota will be reimbursed by state govt. as per RTE norms and rest govt. quota Students cost shall be borne by the school management from its own resources.

17.1.3 Regarding uniform there shall not be any discrimination in terms of colour and pattern among the students viz.Govt./R.T.E.quota and private.

17.2 PROVISION OF TEXT BOOKS

17.2.1. The concessionaire shall provide text book as per applicable laws for 25% students and RTE quota will be reimbursed by state govt. and cost of rest Govt. quota shall be born by the management

17.3 HEALTH CHECK-UP

17.3.1 The concessionaire may during the 1st (first) quarter of every Academic year cause a health check-up, including an eye and dental check-up, including an eye and dental check-up, of each student to be conducted by a qualified and experienced physician and a consolidated report thereof sent the respective parents.

17.3.2 If the report of the health check-up of any student suggests the need for further examination, it shall be sent to his/her parents forthwith drawing attention thereto an acknowledgement of receipt thereof shall be obtained by the principal and kept on record.

17.3.3 The cost of conducting the health checkups specified in this Article 17.3. shall be borne by the concessionaire from its own resources, and it may recover a part thereof from assistance under the extent schemes, if any, of the central government and/or state government.

17.4 APTITUDE TEST

17.4.1 To assist the students and parents in making a choice regarding the subjects of study in class XI, the school management shall conduct an optional aptitude test from class IX, X and XI in accordance with CBSE guidelines and good education practice.

17.5 Transportation

17.5.1 School management may arrange transportation facilities to commute students/staff on its own, the authority shall not be liable for any reimbursement in lieu of it.

18 ARTICLE 18: MEASURES FOR HOLISTIC DEVELOPMENT STUDENTS

18.1 HOLISTIC DEVELOPMENT OF STUDENTS

18.1.1 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.

18.1.2 The school management shall fully integrate the applicable national curriculum framework, published by NCERT, in all aspects of the curriculum of the school, no later than 2(two) years from AGREEMENT.

18.1.3 The school Management shall impart learning to the students through activities, discovery and exploration in a child –centered manner. The focus shall be on the development of creative and critical thinking and on the social and emotional thinking of students.

18.1.4 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.

18.1.5 The school shall follow CBSE Guidelines and instructions issued from time to time in respect of internal evaluation, periodic inspections and academic audit.

18.2 ASSESSMENT OF LEARNING OUTCOMES

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 classes I to XII shall be placed on the website.

18.3 CONTINUOUS AND COMPREHENSIVE EVALUATION

18.3.1 The school management shall undertake, or cause to be under taken, assessment of the learning outcomes of the students of classes I to XII. Such assessment shall be undertaken through continuous and comprehensive evaluation (the “CCE”), or a substitute thereof, in conformity with CBSE Guidelines. Such assessment shall take into account the subject wise indicators developed and published by NCERT from time to time.

18.3.2 The emphasis of CCE shall be on experiential learning in the classes and in helping the students to develop holistically in terms of their personality by focusing on all aspects of

development with the objective of preparing them for meeting the challenges of life by making them physically fit, mentally alert and emotionally balanced.

18.4 PROBLEM SOLVING ASSESSMENT

18.4.1 The school management shall undertake problem solving assessment for students of classes I and XII, or any substitute thereof, in conformity with CBSE guidelines (the “Problem Solving Assessment” or “PSA”)

18.4.2 Problem solving assessment shall test the general scholastic abilities that underlie success in higher studies. It shall assess the abilities of students to process, interpret and use information rather than their prior subject-matter knowledge. It shall focus on the thinking that underpins the domain of quantitative and qualitative learning.

18.4.3 The management shall best efforts to ensure that the average marks secured by the students of any class taking the problem solving Assessment shall be no less than the national average of marks declared by CBSE for that Class (the “Minimum Average Marks for PSA”) In the event of any shortfall, recover damages equal to 0.2%(zero point two percent) of the tuition support due and payable to the school management for that academic year.

18.5 ASSESSMENT OF CONCEPTUAL LEARNING

18.5.1 The school management shall undertake, or cause to be taken, an assessment of conceptual learning for students of classes VIII and XI in subjects of Maths, Science and first language, to be conducted by an independent agency authorized by the Authority in this behalf (the “Independent Agency”).such assessment shall test the understanding of concepts and their application in different contexts.

18.5.2 The Authority shall bear the cost of engaging the independent agency in pursuance of Article 18.5.1; provided, however, that it may recover the cost incurred for and in respect of students other than Government Quota Students from the school management. All other costs incurred in conducting the assessment in pursuance of this Article 18.5 shall be borne by the School management.

18.5.3 Commencing from the 3rd (third) Academic Year following the introduction of assessment under this Article 18.5, the school management shall procure that the average marks secured by students of any class taking the assessment under this Article 18.5 shall be no less than the average of marks estimated for that class by the independent agency based on a sufficiently large sample collected over at least 3(three) years and declared in the public domain (the “ Minimum Average Marks for Conceptual Learning”).

18.6 PROFICIENT TEST

18.6.1 The school management shall conduct, or cause to be conducted, the proficiency test, or any substitute thereof, for students of class X, in conformity with CBSE guidelines (the “Proficiency Test”).

18.6.2 The proficiency test shall be conducted in the five main subjects of English, mathematics, Hindi, science and social science in accordance with CBSE guidelines. The objective shall be benchmark the skill and mental abilities of students, providing them motivation for academic excellence in the respective subjects and assisting them in setting goals, priorities and targets in their future plans. The core testing elements of the proficiency test shall include observing, comparing, classifying, solving, translating, interpreting, analyzing, synthesizing, creating, composing, deducting, justifying and judging/evaluating.

18.6.3 The School Management shall make best efforts to ensure that the average marks secured by the students taking the proficiency test shall be no less than the National average of marks declared by CBSE for the last three years in respect of the proficiency tests (the “Minimum Average Marks for Proficiency Test”).

18.7 BOARD EXAMINATION

18.7.1 All students in class XII shall be required to appear for the all India senior secondary certificate examination conducted by CBSE (the “Board Examination”).

18.7.2 The school management shall ensure that the proportion of students taking the Boarding Examination in the STEM subjects shall be no less than the proportion of students taking the Board Examination in STEM subjects over the preceding three year’s national average as published by CBSE. For the purpose of this AGREEMENT, STEM subjects shall include the subjects comprising science, technology, engineering and mathematics (the “STEM subjects”).

18.7.3 The school management shall make best efforts to ensure that the average stream –wise marks secured by the students taking the Board Examination shall be no less than 70%(seventy percent) in the STEM streams (the “Minimum average marks for board examination”).

19 ARTICLE 19 KEY PERFORMANCE INDICATORS

19.1 KEY PERFORMANCE INDICATORS (KPI)

19.1.1 Without prejudice to the obligations specified in this AGREEMENT, the school management shall operate such that it achieves or exceeds the key performance indicators specified in this Article 19 (the “key performance indicators”).

19.1.2 KPI – 1: KPI of academic performance to measure the education imparted to all students: Proportion of students in the Senior Secondary School securing threshold percentage (KPI1): KPI1 will be measured annually through CBSE Class XII Board examination results. The formula for KPI1 is:

Total No. of students (including from both Government Quota Students and Management quota) who secured threshold marks in CBSE Class XII Examination
divided by
Total No. of students who appeared for the CBSE Class XII Examination for assessment year)

The threshold percentage for the year academic 2016-2017 shall be 60 percent marks and the minimum 10% of students should achieve this. In case there is change in the evaluation pattern by the CBSE, then the threshold will be as prescribed by the Authority.

For the five years succeeding academic year 2016-2017, the minimum percentage of students required to achieve threshold percentage shall be increased by 2% of total students appearing. For each subsequent academic year, the minimum percentage of students required to achieve threshold percentage shall be increased by 2.5% of total students appearing; subject to a maximum of 40%.

19.1.3 KPI – 2: To comparatively measure the education imparted to Government Quota Students: Proportion of Government Quota Students of School securing threshold percentage vis-à-vis proportion of Management Quota Students in the School securing threshold percentage (KPI2). KPI2 will be measured through CBSE Class XII Board Examination results. The formula for KPI2 is:

[(No. of Government quota students in the Senior Secondary School who secured threshold marks in the CBSE Class XII Examination divided by of Government quota students in the School who appeared for the CBSE Class XII Examination)
divided by
(No. of management quota students in the School who secured threshold marks in the CBSE Class XII Examination divided by No. of management quota students in the School who

appeared for the CBSE Class XII Examination)]

The maximum value of this that can be taken for the computation of composite KPI shall not exceed 1.

The threshold marks for this KPI shall be same as defined in KPI1. This KPI shall be applicable from the third year of the commencement of concession agreement. For the first two years the product of above formula shall be taken as 1.

19.1.4 KPI – 3: To reduce dropout rate of Government Quota Students (KPI3).

The Concessionaire will submit information stating the number of students that appeared in the internal examination and the number of students that enrolled at the start of an Academic Year in each of Classes based on which the Authority will assess the dropout rate.

Formula for assessed dropout rate of Government Quota Students is as under:

1

minus

[(No. of Government Quota Students in the School who appeared for Examinations (internal and CBSE Board) in the relevant Academic Year in each of the classes from I to XII
divided by
(No. of all Government Quota Students who enrolled at the start of the same Academic Year in each Class from I to XII)]

The formula for KPI 3 is

Threshold Dropout Rate of Government Quota Students MINUS Assessed Dropout Rate)
Divided by
Threshold Dropout Rate of Government Quota Students

The threshold dropout rate of Government Quota Students for the academic year 2016-2017 for this KPI shall be 0.90. The threshold rate for each subsequent year shall be increased by 0.01 subject to a maximum increase of 0.05.

19.1.5 KPI – 4: To measure academic performance of students from Class IV to XI. The formula for KPI – 4 is as under:

(No. of Government quota students who secured threshold Grade in Class IV to XI)
divided by

(No. of Government quota students enrolled in Class IV to XI)

The threshold grade for the year 2016-2017 shall include Grade A and Grade B and a minimum 25% of students should achieve this. In any subsequent year, the minimum percentage of students required to achieve threshold percentage shall be increased by 3% subject to a maximum of 50% students.

In case there is change in the evaluation pattern by the CBSE, then the threshold will be as prescribed by the Authority.

19.2 NEGOTIATION OF KPIS

19.2.1 The abovementioned KPIS mentioned in this Chapter are negotiable between the Concessionaire and the Authority. Further, the first review of KPIS shall be made after five academic years of operation of Concession agreement and there shall be a gap of atleast five years between the two reviews.

19.2.2 KPIS shall be negotiated keeping in view baseline performance data of all the model schools and benchmarked against comparable Government and Private Institutions performance data.

19.3 COMPOSITE SCORE OF ALL KPIS

19.3.1 The composite score of all KPIS shall be computed as per the following formula:

$$\text{COMPOSITE SCORE} = 0.25 (\text{KPI1}) + 0.30 (\text{KPI2}) + 0.15 (\text{KPI3}) + 0.30 (\text{KPI4})$$

19.4 INCENTIVES FOR MERITORIOUS PERFORMANCE AND / OR EXTRACURRICULAR ACTIVITIES

19.4.1 The Concessional shall be awarded incentive by way improvement in the KPI Score as computed in Article 19.3.

19.4.2 This incentive shall be computed as per following norms:

Activities	Marks for each instance	Maximum Marks
Students securing gold medals in games and sports at the district level and above	1 mark per student / team per medal	10
Students / group of students appearing at national level and state level cultural activities / events (Government Recognised) for each appearance one marks.	1 mark per student / team per appearance	10
Selection / Admission of students in Government	Two marks for	20

Engineering and Medical collages on the basis of merit	each such student	
Students appearing in top 100 merit list of CBSE Board exam	Three marks for each students in any subject.	60

- For each of score 20, there will be addition of 0.01 marks in the Composite KPI score calculated in Para 19.1 subject to a maximum addition of 0.05 for incentives.

19.5 DROPOUT RATIO

19.5.1 The school management shall procure and ensure that the dropout ratio for any class does not exceed 5% (five percent) in any Academic Year.

19.5.2 The school management shall procure and ensure that the Dropouts with brief particulars and submit the same to the Authority at the end of each quarter in a form acceptable to the authority.

19.6 ATTENDANCE RATE

19.6.1 The school management shall procure and ensure that the attendance rate of student is not less than 90% (ninety percent) in any month of the Academic year.

19.7 REPETITION RATE

19.7.1 The school Management shall procure and ensure that the Repetition Rate for any Class does not exceed 3% (three percent) in any Academic Year.

19.8 AWARDS AND HONORS

19.8.1 The school management shall regularly encourages and nominate its students and Teachers 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, teacher 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 GoCG or which has been created under a State law.

19.8.2 The school management shall at all times maintain a record of the Recognized Awards won by the Students and teachers and submit the same to the Authority at the end of each Academic Year.

19.9 ACCREDITATION

19.9.1 For the assessment quantitative and qualitative performance indicators of the school management shall apply for accreditation under the school quality assessment and Accreditation scheme of the CBSE, which accreditation shall cover all aspects of school including scholastic and co-scholastic domains, human resources, infrastructure, management, administration and beneficiary satisfaction(the “Accreditation”).

19.9.2 The School Management shall apply for and obtain Accreditation within a period of 6 (six) months from agreement in accordance with the CBSE Guide lines and shall also ensure its renewal from time to time so that the school remains accredited at all times until expiry of the concession period. In the event that the School Management is unable to procure Accreditation within such 6 (six) months, the Tuition support and / or Grant as due and payable for the relevant Academic year from agreement shall, by way of Damages, be reduced by 10% (ten percent) thereof and such reduction shall be 20% (twenty percent) during any subsequent Academic Year.

19.10 LIMITATIONS

19.10.1 The sum of damages to be recovered in accordance with the provisions of this AGREEMENT shall not exceed an amount equal to 15% (Fifteen Percent) of the tuition support due and payable to the School Management in an Accounting Year.

20 ARTICLE 20: TUITION SUPPORT

20.1 TUITION SUPPORT

20.1.1 The Authority agrees and undertakes to provide to the Concessionaire Financial Support for and in respect of the tuition of all Government Quota Students in accordance with the provisions of this agreement (the “Tuition support”) the tuition support payable by the authority hereunder shall be determined in accordance with the provisions of Article 20.2

20.1.2 Tuition support for 59 schools on seat sharing model.

The maximum number of existing students eligible for tuition support shall not exceed 14,988 for any year. Tuition support shall be proportional to number of students. If Concessionaire chooses to commence classes from I to VI and takes new admissions in classes VII to XII, the concessionaire shall abide by the provision of providing one third of total seats as Government Quota in each class. In order to clarify, if the previously enrolled students are in excess of Government Quota, the Concessionaire shall receive cost of tuition support for these students at the rate of Rs. 7,216/- per student per year. However, if the number of previously enrolled students is less than Government Quota, then the benefit of up to one third of total seats shall be given first in the form of free seats of 8%, and then in the form of 25% Government Quota reimbursable as per RTE or prescribed norms. as the existing students pass out from the schools their numbers will decline and at the end of 6th year only students of government quota including R.T.E quota shall remain.

20.1.3 Tuition support for 13 schools proposed on O&M model shall be in the form of salary grant and administrative expenses per school as per below:

Sr.	Name of Post	Sanctioned Post
A	B	C
1	Principal	1
2	Vice Principal	1
3	Head Master	1
4	PGT	15
5	TGT	12
6	PET	2
7	Lab Assistant	3
8	Librarian	1
9	Upper Division Teacher	1
10	Lower Division Teacher	2
11	Dufftary	1
12	Peon	6
13	Security Guard	1

14	Sweeper	2
15	Computer Teacher	1
16	Music Teacher	1
17	Drawing Teacher	1
Total		52

Amount in Lakhs

Total estimated Salary Per Month	Administrative Charge 10% Per Month	Total Payment Per Month	12 Month Total Payment for Each Model School	Expenditure of Salary Grant for 13 Model Schools
13.00	1.30	14.30	171.60	2230.80

Note: This payment is estimated as per the current norms of requirement of teachers and support staff as prescribed by CBSE. In case of change in norms, the payment shall not be increased.

20.1.4 Tuition support for 13 schools proposed on O&M model shall be revised annual on the basis of the average CPI and WPI of the preceding financial year by assigning weights of 0.90 and 0.10 respective based on the following formula:

$$\text{Payment Due} = \text{Eligible payment} \times (0.90 \times \text{CPI}) \times (0.10 \times \text{WPI})$$

For instance, with the concessionaire commencing work on April, 2016, the revision for financial year 2017-2018 will be made on the basis of CPI and WPI of the financial year 2015-2016.

20.2 PROVISIONAL TUITION SUPPORT

20.2.1 Subject to the provisions of Article 20.2.2, provisional tuition support shall be due and payable on a bi-annual basis in 2 (two) equal installments. The first installment shall be due and payable on or before the 90th (ninetieth) day from the commencement of the relevant accounting year and the second installment shall be due and payable on or before the 270th (two hundred and seventieth) day from the commencement of that accounting year. For the avoidance of doubt, the parties agree that the amount due and payable hereunder shall be released in advance by the Authority against the security of Bank Guarantee equivalent to three months of estimated payments and may be adjusted subsequently.

20.2.2 Provisional tuition support shall be paid only if the bank guarantee of three months is in force and effect.

20.3 FINAL TUITION SUPPORT

20.3.1 The final tuition support provided in a financial year shall be computed as defined under Article 19 and Article 20.

20.3.2 In case the final tuition support as computed under the formula is less than the tuition support released for the relevant academic year, then amount excess paid shall be adjusted by the Authority in the subsequent payment. Further, if such subsequent payment is insufficient to cover the excess payment, then Concessionaire shall deposit such amount with the authority.

21 ARTICLE 21: ONE TIME INFRASTRUCTURE SUPPORT GRANT

21.1 GRANT

21.1.1 The Authority agrees to provide to the Concessionaire cash support by way of One Time Infrastructure Support Grant subject to a maximum of Rs. 15 (Rupees Fifteen) Crores.

21.1.2 The One time infrastructure grant is for fulfillment of minor infrastructure shortcomings, furniture and equipments currently existing in 72 schools. The value of grant and mechanism of release shall be determined by the Authority after joint inspection of representatives of Authority and Concessionaire to identify infrastructure gaps.

22 ARTICLE 22: FEE AND CHARGES

22.1 FEES PAYABLE BY OTHER STUDENTS

22.1.1 Students other than the free govt. quota and 25% RTE quota students may be charged such tuition fees as may be determined by the concessionaire from time to time in accordance with Applicable Laws, court guidelines and CBSE guide lines.

22.1.2 The concessionaire shall maintain a separate account for the receipts and expenditure in respect of all fees and charges.

23 ARTICLE 23: PAYMENTS BY THE AUTHORITY

23.1 BILLING AND PAYMENT

23.1.1 The concessionaire shall, no later than 30(thirty) days prior to the due date of any payment to be made by the authority, 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. For the avoidance of doubt, the parties agree that the invoices in respect of Provisional Tuition Support, Tuition support shall ordinarily be submitted once in 6(six) months for and in respect of the period comprising April to September and October to March respectively during each Accounting year. The time limits for submission of invoice shall be as defined in Article 19 and Article 20 Tuition Support.

23.1.2 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) official document in support of the variation in CPI as specified in Clauses 22.3.1 detailed calculations of the provisional Tuition Support, Tuition support, as the case may be in accordance with the provisions of this AGREEMENT; (d) detailed calculations of damages ; (e) details in respect of taxes/duties payable /reimbursable in accordance with the provisions of this AGREEMENT; (f) details of the amounts of provisional tuition support if any required to be adjusted ; and (g) the net amount payable under the invoice.

23.1.3 Subject to the provisions of Article 24.4, the authority shall, within 30(thirty) days of receipt of an invoice an accordance with the provisions of Article 23.1.1, make payment of the amount claimed directly, through electronic transfer, to the designed bank account of the concessionaire, save and except any amounts which it determines as not payable or disputed (the “Disputed Amounts”).

23.1.4 All damages 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.

23.2 DISPUTED AMOUNTS

23.2.1 The authority shall, within 15(fifteen) days of receiving an invoice, notify the concessionaire of the disputed amounts, with particulars thereof, within 7 (seven) 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.

23.3 PERIOD OF PAYMENT

23.3.1 All amounts due and payable to the concessionaire under the provisions of this AGREEMENT shall be paid within the period set forth in Article 23.1.

24 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 records of the concessionaire 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.

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 each category of students; (b) tuition fee and development charge received; (c) other revenues derived from the school premises; (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 eligibility criteria set forth in schedule-P (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 –P 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

24.4.1 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 clauses of this agreement.

25 ARTICLE 25: PROVISIONS FOR BREACH OF AGREEMENT

25.1 EXTENSION OF CONCESSION PERIOD

25.1.1 Subject to the provisions of Article 25.5 in the event that a material default or breach of this AGREEMENT set forth in Article 25.2. causes delay in achieving AGREEMENT of the school or leads to reduction in financial support, as the case may be, the Authority shall extend the Concession Period, such extension being equal in duration to the period by which AGREEMENT of the School was delayed or the Financial Support was reduced for a period exceeding 120(one hundred twenty) days on account thereof, as the case may be.

25.2 MITIGATION OF COSTS AND DAMAGE

25.2.1 The Affected Party shall make all reasonably efforts to mitigate or limit the costs and damage arising out of or as a result of Breach of AGREEMENT by the other Party.

26 ARTICLE 26: TERMINATION

26.1 Termination for Concessionaire Default

26.1.1 Save as otherwise provided in this AGREEMENT, in the event that any of the breach of the 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.

26.1.2 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.

26.1.3 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 en cash and appropriate the Performance Guarantee for and in respect of such Concessionaire Default.

26.2 Penalty

26.2.1 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.

26.2.2 For the first instance of default, the quantum of penalty shall be not less than the defined penalty amount per default per school for the schools. For every subsequent default of the same nature, the quantum of penalty shall be twice the penalty imposed on the preceding occasion for such school. However, the total penalty per school shall not exceed ten times the defined penalty amount.

26.2.3 The defined penalty amount shall be Rs. 20,000/- (Rupees Twenty Thousand). This shall be increased by twenty percent every fifth year.

27 ARTICLE 27: LIABILITY AND INDEMNITY

27.1 GENERAL INDEMNITY

27.1.1 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 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, except to the extent that any such suits, proceedings, actions demands and claims have arisen due to any negligent act or omission, or breach or default of this AGREEMENT on the part of the Authority Indemnified Persons.

27.1.2 The Authority shall indemnify, defend, save and hold harmless the Concessionaire gainst any and all suits proceedings actions, demand and claims from third parties for any loss, damage, cost and expenses of whatever kind and nature arising out of breach by the Authority of any of its obligations under this AGREEMENT or any related AGREEMENT, which materially and adversely affect the performance by the Concessionaire of its Obligations under this AGREEMENT, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission or breach of any of its obligations under any provision of this AGREEMENT or any related AGREEMENT and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same be the liability of the Concessionaire.

27.2 INDEMNITY BY THE CONCESSIONAIRE

27.2.1 Without limiting the generality of Article 27.1, the Concessionaire shall fully indemnify, hold harmless and defined the Authority and the Authority Indemnified Persons from and against any and all loss and /or damages arising out of or with respect to:

- (a) Failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
- (b) Payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire’s Contractors, suppliers and representatives: or
- (c) Non-payment of amounts due as a result of materials or services furnished to the Concessionaire or nay of its Contractors which are payable by the Concessionaire or any of its Contractor:

27.2.2 Without limiting the generality of the provisions, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials,

information, design or process used by the Concessionaire or by the Concessionaire's contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction restraint order. If in any such suit, action, claim or proceedings, the school, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such lease within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

27.3 NOTICE AND CONTEST OF CLAIMS

27.3.1 In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 27 (the "Indemnified Party") it shall notify the other party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

27.4 DEFENSE OF CLAIMS

27.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the indemnified Party. If Indemnifying Party acknowledges in writing its obligations to indemnify the indemnified party in respect of loss to the full extent provided by this Article 27, the Indemnified Party shall be entitled, as its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

27.4.2 If the Indemnifying Party has exercise its rights under Article 27.3, the Indemnified party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the

prior written consent of the Indemnifying Party (which consent shall not be reasonably withheld or delayed).

27.4.3 If the Indemnifying Party exercises its rights under Article 27.3, the Indemnified party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the Fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) The employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- (b) The Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or
- (c) The Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party ;or
- (d) The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) That there may be specific defense available to it which are different from or additional to those available to the Indemnifying party; or
 - (ii) That such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this AGREEMENT;

Provided that if Sub-clauses (b), (c) or (d) of this Article 27.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

27.5 NO CONSEQUENTIAL CLAIMS

Notwithstanding anything to the contrary contained in this Article 27, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this AGREEMENT.

27.6 SURVIVAL ON TERMINATION

The provisions of this Article 27 shall survive Termination.

27.7 LIABILITY OF CONCESSIONAIRE

Notwithstanding anything contained in this agreement, the Authority, Department of School Education and the Government of Chhattisgarh 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.

28 ARTICLE 28: DISPUTE RESOLUTION

28.1 DISPUTE RESOLUTION

28.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this AGREEMENT (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Article 28.2.

28.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this AGREEMENT promptly, equally and in good faith, And further agree to provide each other with reasonable access during normal Business hours to all non-privileged records, information and data pertaining to any Dispute.

28.2 CONCILIATION

28.2.1 In case of any dispute the first appeal will be done to joint committee jointly headed by secretary school education CG Government and representative of concessionaire.

29 ARTICLE 29: CHANGE OF SCOPE

29.1 CHANGE OF SCOPE

29.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, required 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 to by the authority in accordance with the provisions of Article 29.3.

29.1.2 Any works or services which are provided under and in accordance with this Article 29 shall form part of the school Infrastructure and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

29.2 PROCEDURE FOR CHANGE OF SCOPE

29.2.1 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 there under (the “change of scope notice”)

29.2.2 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 before hand by the Authority.

29.2.3 Upon receipt of information set forth in Article 29.2.2., 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 29.3.

29.3 PAYMENT FOR CHANGE OF SCOPE

The Authority may, in lieu of making payment for change of scope in accordance with the provisions of Clause 29.3.1, 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.

30 ARTICLE 30: DISCLOSURE

30.1 DISCLOSURE OF SPECIFIED DOCUMENTS

30.1.1 The Concessionaire shall make available inspection by any person, copies of this Concession AGREEMENT, the Maintenance Manual, the Maintenance Manual, the maintenance Programme and the Maintenance Requirements, and the safety requirements and the Safe 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.

30.2 DISCLOSURE OF DOCUMENTS RELATING TO SAFETY

30.2.1 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.

30.3 WITHHOLDING DISCLOSURE OF PROTECTED DOCUMENTS

Notwithstanding the provisions of clauses 30.1 and 30.2, 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 clauses.

Explanation:

The expression protected documents shall mean of the specified documents or documents referred to in clauses 30.1 and 30.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Rights to Information Act, 2005.

31 ARTICLE – 31: DISCLAIMER

31.1.1 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 for EOI. 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 whatever ,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 conforms that it shall have no claim whatsoever against the authority in this regard.

31.1.2 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 31.1.1.above and here by acknowledges and agrees that the authority shall not be liable for the same in any person claiming through or under any of them.

31.1.3 The parties agrees that any mistake or error in or relating to any of the matters set forth in Article 31.1.1 above shall not vitiate this Agreement, or render it voidable.

31.1.4 In the event that either party becomes aware of any mistake or error relating to any of the matters set forth in Article 31.1.1 above that party 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 31.1.4. shall not prejudice the disclaimer of the authority contained in Article 31.1.1.and shall not in any manner shift to the Authority any risks assumed by the concessionaire pursuant to this agreement.

31.1.5 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.

32 ARTICLE – 32: FORCE MAJEURE

32.1 FORCE MAJEURE

As used in this AGREEMENT, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-political Event, Indirect political event and political event, as defined in clauses 32.2, 32.3 and 32.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “affected Party”) of its obligations under this AGREEMENT and which act or event (i) is beyond the reasonable control of the affected party, and (ii) the affected party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the affected party.

32.2 NON-POLITICAL EVENT

Non-political event shall mean one or more of the following acts or events:

- (a) Act of god, epidemic , extremely adverse weather conditions, lightning, earth quake, land slide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the school premises);
- (b) Strikes or boycotts (other than those involving the Concessionaire, contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to or within the school for a continuous period of 72 (Seventy Two) hours and an aggregate period exceeding 21 (Twenty One) days in an accounting year, and not being an indirect political event set forth in Article 32.3;
- (c) Any Judgment or order of any court of competent jurisdiction or statutory authority made against the concessionaire in any proceedings for reasons other than (i) failure of the concessionaire to comply with any applicable Law or applicable permit, or (ii) on account of breach of any Applicable law or applicable permit or of any contract, or (iii) enforcement of this AGREEMENT, or (iv) exercise of any of its rights under this AGREEMENT by the authority;
- (d) The discovery of geological conditions, toxic contamination or archaeological remains on the school premises that could not reasonably have been expected to be discovered through a site inspection; or
- (e) Any event or circumstances of a nature analogous to any of the foregoing.

32.3 INDIRECT POLITICAL EVENT

An Indirect Political event shall mean one or more of the following acts or events;

- (a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) Any indirect political event that causes a Non-Political event ;or
- (c) Any event or circumstances of a nature analogous to any of the foregoing.

32.4 POLITICAL EVENT

A Political event shall mean one or more of the following acts or events by or on account of any Government Instrumentality; Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, lease, permit, authorization , no objection certificate, consent, affiliation, approval or exemption required by the concessionaire to perform their respective obligation under this AGREEMENT; provided that such delay, modification , denial ,refusal or revocation did not result from the concessionaire's failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, affiliation, approval or permit;

32.5 DUTY TO REPORT FORCE MAJEURE EVENT

32.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 32 with evidence in support thereof;
- (b) the estimated duration and the effect which such Force Majeure Event is having or will have on the Affected Party's performance of this obligation under this AGREEMENT;
- (c) The measures which the affected party is taking or proposes to take for alleviating The impact of such Force Majeure Event; and
- (d) Any other information relevant to the affected Party's claim.

32.5.2 The affected party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7(seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this AGREEMENT.

32.5.3 For so long as the Affected Party continues to claim to be materially affected by such force majeure event , it shall provide the other party with regular (and not less than weekly)reports containing information as required by Article 32.5.1, and such other information as the other party may reasonably request the affected party to provide.

32.6 EFFECT OF FORCE MAJEURE EVENT ON THE CONCESSION

32.6.1 At any time after the Appointed date, if any Force Majeure Event occurs:

- (a) before AGREEMENT, the concession period and the dates set forth in the Project Completion schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- (b) after AGREEMENT, whereupon the Concessionaire is unable to operate the School for a cumulative period exceeding 180(one hundred eighty) days in any Academic Year despite making best efforts or it is directed by the Authority to suspend operations of the school during the subsistence of such Force Majeure Event, the Concession period shall be extended by one Academic Year.

Provided, however, that such extension shall not be granted if the concessionaire has received financial support from the Authority during subsistence of such Force Majeure Event.

Provided further that any such extension in the Concession period shall be such as to ensure that the Concession period does not expire in the middle of an Academic Year.

32.7 ALLOCATION OF COSTS ARISING OUT OF FORCE MAJEURE

32.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the parties shall bear their respective costs and no party shall be required to pay to the other party any costs thereof.

32.7.2 Upon occurrence of Force Majeure Event after the Appointed Date, the costs incurred and attributed to such event and directly relating to the project (the “Force Majeure Costs”) shall be allocated and paid as follows;

- (a) upon occurrence of a non-political event, the parties shall bear their respective Force Majeure Costs and neither party shall be required to pay to the other party any costs thereof;
- (b) upon occurrence of an indirect political event, all Force Majeure costs attributed to such indirect political event, and not exceeding the insurance cover for such indirect political event, shall be borne by the Concessionaire, and to the extent Force Majeure costs exceed such insurance cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and
- (c) Upon occurrence of a political event, no Termination Payment shall be due or payable to the Concessionaire. However, the Authority shall return back the Performance Guarantee to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributed to the Force Majeure Event, but shall not include loss of fee revenues or debt repayment obligations.

32.7.3 Save and except as expressly provided in this Article 32, neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims, demands and proceeding relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

32.8 TERMINATION NOTICE FOR FORCE MAJEURE EVENT

If a force majeure event subsists for a period of 180(one hundred and eighty) days or more within a continuous period of 365(three hundred sixty five) days, either party may its discretion terminate this AGREEMENT by issuing termination notice to the other party without being liable in any manner whatsoever, save as provided in this Article 39, and upon issue of such Termination Notice, this AGREEMENT shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the party intending to issue the Termination Notice shall inform the other party of such intention and grant 15(fifteen) days, time to make a representation, and may after the expiry of such 15(fifteen) days period ,whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

Provided however that termination shall not, to the extent possible, take effect during the course of an Academic year and may come into force and effect upon completion of that Academic Year. For the avoidance of doubt, the Parties agree that the concessionaire shall continue to operate and maintain the school, in accordance with the terms of this AGREEMENT, from the date of Termination Notice till the completion of the relevant Academic Year.

32.9 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; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the claiming relief and/or excuse on account of such Force Majeure Event.

32.10 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

32.10.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this AGREEMENT because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure event; provided that;

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the affected party shall make all reasonable efforts to mitigate or limit damage to the other party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected party is able to resume performance of its obligations under this AGREEMENT, it shall give to the other Party Notice to that effect and shall promptly resume performance of its obligations hereunder;

Provided, however, that the disbursement of Financial Support by the Authority to the concessionaire shall not be reduced or affected on account of a Force Majeure Event or upon excuse from performance of obligations hereunder.

32.11 RELIEF FOR UNFORESEEN EVENTS

32.11.1 Upon determination of the occurrence of an Unforeseen Event, the Parties shall make a reference to a conciliation tribunal which shall comprise one member each to be nominated by both the parties from among persons who have been judges of a High Court and the conciliators so nominated shall choose a chairperson who has been a judge of the Supreme Court or chief Justice of a High Court.

32.11.2 The conciliation tribunal referred shall conduct its proceedings in accordance with the provisions of Article 32 as if it is an arbitration proceeding under that Article, save and except as provided in this Article 32.11.

32.11.3 The conciliation tribunal shall conduct preliminary proceeding to satisfy itself that :

- (a) an Unforeseen Event has occurred ;

- (b) the effects of such Unforeseen event cannot be mitigated without a remedy or relief which is not contemplated in the Agreement; and
- (c) the Unforeseen Event or its effects have not been caused by any Party by any act or omission or its part,

And if the conciliation tribunal is satisfied that each of the conditions specified herein above is fulfilled, it shall issue an order to this effect.

32.11.4 Upon completion of the conciliation proceeding the conciliation tribunal may be a reasoned order make recommendations which shall be;

- (a) based on a fair and transparent justification;
- (b) no greater in scope than is necessary for mitigating the effects of the unforeseen Event;
- (c) of no greater duration than is necessary for mitigating the effects of the Unforeseen Event; and
- (d) quantified and restricted in terms of relief or remedy.

With 15(fifteen) days of receiving the order the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the conciliation tribunal for mitigating the effects of the Unforeseen Event and to procure implementation of the school infrastructure in accordance with the provisions of this Agreement. In pursuance hereof, the Parties may enter into a Memorandum of Understanding (the “MOU”) setting forth the agreement reached hereunder, and the terms of for other perusal of the compliant of the public/authority such MOU shall have force and effect as if they form part of the Agreement.

32.12 ARRANGEMENTS OF THE STUDENTS

32.12.1 Notwithstanding anything contained under the provisions of Force Majeure, the Concessionaire will have to make arrangements for the students enrolled in the schools for relevant academic year with appropriate support of the Authority.

33 ARTICLE 33: REDRESSAL OF PUBLIC GRIEVANCES

33.1 COMPLAINTS REGISTER

33.1.1 The Concessionaire shall maintain a public compliant register at School level. The Concessionaire shall maintain a public relations office at the School where it shall keep a register (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.

33.1.2 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.

33.2 REDRESSAL OF COMPLAINTS

33.2.1 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 Compliant register and a reply stating the particulars thereof shall be sent by concessionaire to the complainant under a certificate of posting.

33.2.2 The record should be kept in the same register regarding action taken in compliance to suggestion, rejection of the compliant or suggestion along with reasons there for perusal by complaint or general public authority.

34 ARTICLE 34: MISCELLANEOUS

34.1 GOVERNING LAW AND JURISDICTION

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

34.2 WAIVER OF IMMUNITY

Each party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this AGREEMENT constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this AGREEMENT or any transaction contemplated by this AGREEMENT, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any Judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

34.3 LIABILITY FOR REVIEW OF DOCUMENTS

Except to the extent expressly provided in this AGREEMENT:

- (a) no review, comment or approval by the Authority of any project AGREEMENT, document submitted by the Concessionaire nor any observation or inspection of the operation or maintenance of the school nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the concessionaire from its obligations, duties and liabilities under this AGREEMENT, the Applicable laws and applicable permits; and
- (b) the authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in sub-Article (a) above.

34.4 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.

34.5 SURVIVAL

Termination shall;

- (a) not receive 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.

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

34.6 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.

34.7 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.

34.8 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.

34.9 SUCCESSORS AND ASSIGNEES

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

34.10 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:

{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 {***} 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

Address:

Fax No:

Email: }

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.

34.12. 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.

- 34.13.** For any act of commission or omission under this agreement no individual person shall be liable.

SCHEDULE – A

Annex-I (59 School)

(Location Specific detail will be provided on administrative basis)

क्र.	District	Block	Model School Name	Enrollment	Availability of land (in acre)
1	Balodabazar	Bilaigarh	Khamhariya	253	8.1
2	Balodabazar	Kashdol	Charched	345	10
3	Balodabazar	Balodabazar	Sakari	131	10
4	Balodabazar	Bhatapara	Tikuliya	278	10
5	Bemetara	Bemetara	Janta	290	10
6	Bilaspur	Bilha	Godhi	365	10
7	Bilaspur	Gaurela	Sarbahra	328	10
8	Bilaspur	Kota	Gobripat	334	10
9	Bilaspur	Marvahi	Kumhari	356	10
10	Bilaspur	Masturi	Vedparsada	364	10
11	Bilaspur	Pendra	Kudkai	357	10
12	Bilaspur	Takhatpur	Devri Khurd	373	10
13	Janjgir champa	Pamgarh	Kutrabodh	373	10
14	Kabirdham	Kawardha	Dharampura	343	8
15	Kabirdham	Pandariya	Laduva	270	10
16	Korba	Korba	Kharmora	234	10
17	Korba	Kartala	Badhmar	235	10
18	Korba	Katghora	Jenjra	311	10
19	Korba	Pali	Saila	335	10
20	Korba	Podiuproda	Bhanvar	318	10
21	Raigarh	Lailunga	Kunjara	283	10
22	Raigarh	Dharamjaygarh	Dhamjaygarh	292	10
23	Surguja	Ambikapur	Parsa	208	10
24	Balrampur	Ramchandrapur	Bhavarmal	339	10
25	Balrampur	Wadrafnagar	Premnagar	129	4.047
26	Balrampur	Rajpur	Patratu	189	10
27	Baster	Baster	Karmari	144	10
28	Baster	Jagdapur	Nakti Semra	160	10
29	Baster	Tokapal	Singhanpur	167	10
30	Baster	Darbha	Gumadpal	89	10
31	Baster	Lohandiguda	Lamdaguda	226	10
32	Baster	Bastanar	Lalaguda	114	10
33	Baster	Bakawand	Ulnar	103	10
34	Jashpur	Bagicha	Bagicha	306	8
35	Jashpur	Kansabel	Kansabel	286	9.294
36	Jashpur	Patthalgaon	Pandripani	298	6
37	Kondagaon	Kondagaon	Devkhargaon	242	10
38	Kondagaon	Makadi	Belgaon	257	10
39	Kondagaon	Farasgaon	Bade Dongar	302	10

40	Kondagaon	Baderajpur	Vishrampuri	158	10
41	Kondagaon	Keshkal	Garkagudrepara	215	5
42	Korea	Khadgvaan	Sakariya	322	10
43	Korea	Manendragarh	Kachaoud	199	5
44	Korea	Bharatpur	Janakpur	320	7.5
45	Surajpur	Bhaiyathan	Jamdi	237	10
46	Surajpur	Pratappur	Kanaknagar	269	10
47	Surajpur	Odgi	Kalamanjan	289	10
48	Surajpur	Surajpur	Tilshiva	176	10
49	Gariaband	Devbhog	Mungjhar	218	8.3
50	Gariaband	Mainpur	Deharguda	246	34
51	Mungeli	Mungeli	Birgaon Fulvari	304	10
52	Mungeli	Pathriya	jareli, (Pendri)	341	10
53	Mungeli	Lormi	Kotari	271	10
54	Surguja	Mainpat	Narmadapur	91	10
55	Surguja	Lakhanpur	Kovdi	271	10
56	Surguja	Batauli	Bhatko	173	10
57	Surguja	Lundra	Karanki	270	10
58	Surguja	Shitapur	Pratapgarh	155	10
59	Surguja	Udaypur	Sannybarra	136	4.047
				14988	

(Location Specific detail will be provided on administrative basis)

क्र.	District	Block	Model School Name	Enrollment	Enrollment
1	Bijapur	Bijapur	Manjhiguda	286	6
2	Bijapur	Bhairamgarh	Bhairamgarh	152	5
3	Bijapur	Bhopalpattnam	Ullur	201	10
4	Bijapur	Usur	Chintakonta	268	10
5	Dantewada	Dantewada	Kumhrash	248	10
6	Dantewada	Katekalyan	Mokhpaal	53	5
7	Dantewada	Gidam	Javanga	230	10
8	Dantewada	Kuakonda	Hitawar	45	10
9	Narayanpur	Narayanpur	Sulenga (Garanji)	113	10
10	Narayanpur	Orcha	Oracha	48	7
11	Sukma	Konta	Konta	166	5
12	Sukma	Chindgarh	Rokel	271	10
13	Sukma	Sukma	Murtonda	234	10
				2315	

Schedule – B
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 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.

SCHEDULE – C
(See Article 24.2)

SELECTION OF 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) The firm should have conducted statutory audit of the annual accounts of at least 500 Schools
- (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 / GoCG / Central Government / PSU / GoCG 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 –P 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.