

अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग, झारखण्ड।
विभाग के अधीन आवासीय विद्यालयों के संचालन हेतु शैक्षणिक संस्थान/गैर सरकारी संस्थाओं से

प्रस्ताव के लिए निवेदन (Request for Proposal)

अनुसूचित जनजाति/आदिम जनजाति/अनुसूचित जाति/पिछड़ी जाति के छात्र/छात्राओं को गुणवत्तापूर्ण शिक्षा एवं सर्वांगीण विकास के बेहतर अवसर प्रदान करने के उद्देश्य से अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग द्वारा आवासीय विद्यालयों का निर्माण कराया गया है। निहित उद्देश्यों की पूर्ति हेतु विभाग विहित आवासीय विद्यालयों का संचालन अग्रणी शिक्षण संस्थानों/शिक्षा के क्षेत्र में कार्य करने वाले गैर सरकारी संस्थाओं के माध्यम से कराना चाहती है।

जिन विद्यालयों का संचालन अग्रणी शिक्षण संस्थानों/शिक्षा के क्षेत्र में कार्य करने वाले गैर सरकारी संस्थाओं के माध्यम से कराये जाने का प्रस्ताव है, की श्रेणी एवं स्वीकृत छात्रबल की विवरणी निम्नांकित है :-

क्र०	विद्यालय की श्रेणी	कक्षा	स्वीकृत छात्रबल
1	एकलव्य मॉडल आवासीय विद्यालय	6 से 12	480
2	आश्रम विद्यालय	6 से 10	200

उक्त विद्यालयों में आवासीय सुविधा के साथ छात्र/छात्राओं को वर्ग 6 से 12/6 से 10 तक की शिक्षा केन्द्रीय माध्यमिक शिक्षा बोर्ड, दिल्ली (CBSE, Delhi) अथवा राज्य सरकार के स्कूली शिक्षा एवं साक्षरता विभाग द्वारा निर्धारित पाठ्यक्रम, शिक्षण स्तर एवं मापदंडों के अनुरूप प्रदान की जानी है।

उक्त उद्देश्यों के पूर्ति के निमित्त विहित आवासीय विद्यालयों के संचालन हेतु निबंधित अग्रणी शिक्षण संस्थानों, एवं शिक्षा की क्षेत्र में कार्य करने का अनुभव रखने वाली गैर सरकारी संस्थाओं से प्रस्ताव आमंत्रित किये जाते हैं।

1. शिक्षण संस्थानों/गैर सरकारी संस्थाओं हेतु न्यूनतम अर्हताएं निम्नवत हैं :-

- संस्था कम से कम पिछले 3 (तीन) वर्षों से निबंधित होनी चाहिए। (प्रमाण पत्र की रव-अभिप्रमाणित छायाप्रति संलग्न करें)।
- आश्रम विद्यालय एवं एकलव्य मॉडल आवासीय विद्यालय के संचालन के लिए संस्था को कम से कम 500 छात्रबल का CBSE / ICSE / JAC/ Govt. Statutory Body/ JSDMS से सम्बद्धता प्राप्त उच्च-विद्यालय/महाविद्यालय/प्रशिक्षण संस्थान चलाने का 3 (तीन) वर्षों का अनुभव होना अनिवार्य है। अगर संस्थान द्वारा एक से अधिक उच्च-विद्यालय/महाविद्यालय/प्रशिक्षण संस्थान का संचालन किया जा रहा है तो ऐसे सभी विद्यालय/महाविद्यालय/प्रशिक्षण संस्थान में अध्ययनरत छात्रों की संख्या का योग 500 से कम नहीं होना चाहिए।

- iii. झारखण्ड सरकार/ केंद्र सरकार के किसी भी विभाग के साथ पब्लिक-प्राइवेट पार्टनरशिप (पी०पी०पी०) मोड पर या राज्य सरकार के अनुदान से आवासीय उच्च विद्यालय/महाविद्यालय/सरकार से मान्यता प्राप्त प्रशिक्षण संस्थान के संचालन का 3 (तीन) वर्षों का अनुभव।
- iv. झारखण्ड राज्य में अनुसूचित जाति/अनुसूचित जनजाति बहुल क्षेत्रों में कार्य करने का 3 (तीन) वर्षों का अनुभव।
- v. एकलव्य मॉडल आवासीय विद्यालय एवं आश्रम विद्यालय के संचालन हेतु आवेदन करने वाले संस्थान का पिछले तीन वर्षों में लगातार न्यूनतम वार्षिक टर्न-ओवर 250.00 लाख/वित्तीय वर्ष होना अनिवार्य है।
- vi. यद्यपि विद्यालय के संचालन एवं संधारण हेतु राशि प्रत्येक वर्ष दो किश्तों में निर्गत की जायेगी, पर आवंटन विमुक्त करने की प्रक्रिया में विलम्ब होने की स्थिति में राशि का स्वतः प्रबन्ध करते हुए विद्यालय को कम से कम 6 माह तक सुचारु एवं सफल संचालन निर्बाध जारी रखना संस्था की जिम्मेदारी होगी। विभाग द्वारा उपलब्ध करायी गयी राशि की व्यय विवरणी एवं विपत्र कार्यालय में जमा करना अनिवार्य होगा।

2. तकनीकी प्रस्ताव :-

तकनीकी प्रस्ताव में/के साथ निम्न बिन्दुओं पर स्पष्ट सूचना देना/प्रमाण देना/स्व-अभिप्रमाणित छाया प्रति संलग्न करना अनिवार्य है, अन्यथा प्रस्ताव पर विचार नहीं किया जाएगा।

1. संस्था के निबन्धन संबंधी प्रमाण-पत्र।
2. संस्था की अपनी आधारभूत संरचना की विवरणी एवं इस आशय का शपथ-पत्र।
3. संस्था के प्रबन्धकों, कर्मचारियों एवं शिक्षकों के नाम, शैक्षणिक योग्यताएँ, पद एवं दिये जा रहे पारिश्रमिक / वेतन / मानदेय की विवरणी।
4. शिक्षा के क्षेत्र में स्वयं का विद्यालय / महाविद्यालय / प्रशिक्षण संस्थान चलाने का कम से कम 3 (तीन) वर्षों का अनुभव से संबंधित साक्ष्य।
5. चार्टर्ड एकाउण्टेंट द्वारा जारी वार्षिक टर्न-ओवर की प्रमाणिकता से संबंधित प्रमाण-पत्र (मुल प्रति), विगत तीन वित्तीय वर्षों/असेसमेंट वर्षों की ऑडिट रिपोर्ट।
6. विद्यालय संचालन हेतु आवश्यक कार्य-बल (Man-Power Details), Right to Education Act, के परिप्रेक्ष्य में गुणवत्ता युक्त शिक्षा एवं आवासीय सुविधा को ध्यान में रखते हुए विद्यालय संचालन हेतु प्रस्तावित Action Plan.
7. इस आशय का शपथ पत्र (affidavit) कि संस्था को किसी भी विभाग अथवा सरकार द्वारा काली सूची में नहीं डाला गया है।
8. आवेदक संस्था के अंतर्गत कितने शिक्षण संस्थान संचालित हैं, उसकी सूची।

3. अन्य शर्तें :-

1. अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक एवं पिछडा वर्ग कल्याण विभाग के साथ पूर्व से शिक्षण/व्यवसायिक प्रशिक्षण या अन्य कार्य का कार्यानुभव रखने वाली स्वच्छ छवि वाली संस्थाओं को प्राथमिकता दी जायेगी, बशर्ते वे सभी अर्हतायें पूरी करते हों।
2. वैसे संस्थाएँ जिनके द्वारा वर्तमान में अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक एवं पिछडा वर्ग कल्याण विभाग के अनुदान से आवासीय विद्यालयों का संचालन किया जा रहा है एवं विद्यालय संचालन संबंधि प्रगति प्रतिवेदन विभाग के पदाधिकारी/उपायुक्त द्वारा संतोषजनक प्रतिवेदित किया गया है को प्राथमिकता दी जाएगी।
3. घयनित संस्थानों के द्वारा अनुसूचित जनजाति के विद्यार्थियों से किसी प्रकार की फीस अथवा अन्य शुल्क नहीं लिया जा सकेगा।
4. विद्यालयों का संचालन एवं संधारण विभाग द्वारा निर्धारित मापदंडों के आधार पर ही किया जायेगा। एवं विद्यालयों के संचालन हेतु विभाग द्वारा समय-समय पर निर्गत निर्देशों का पालन करना अनिवार्य होगा।
5. विद्यालयों में छात्र एवं छात्राओं का चयन एवं नामांकन विभाग द्वारा निर्धारित प्रक्रिया के आधार पर किया जायेगा।
6. आवासीय विद्यालय का संचालन वर्तमान में तीन (03) वर्षों के लिए सौंपा जायेगा। कार्य संतोषजनक पाये जाने पर दो (02) वर्ष के लिए अवधि विस्तार किया जा सकता है, परंतु अवधि विस्तार नहीं किए जाने की स्थिति में संस्थाओं द्वारा कोई दावा नहीं किया जा सकेगा।
7. आवेदनकर्ता संस्थाओं को विभाग की ओर से कोई भी सूचना संबंधित संस्था के Email पर ही उपलब्ध करायी जाएगी।
8. आवेदनकर्ता संस्था जिनका प्रस्ताव विभाग द्वारा निरस्त किया जाएगा या चयन प्रक्रिया के उपरांत जिनका चयन नहीं हो पाएगा उन्हें व्यक्तिगत रूप से सूचित नहीं किया जाएगा।
9. विभाग इस विज्ञापन को निरस्त करने, विज्ञापन के किसी प्रावधान को शिथिल या परिवर्तित करने का पूर्ण अधिकार सुरक्षित रखता है।

4. विभाग द्वारा दिया जाने वाला सहयोग :-

1. विद्यालय संचालन हेतु घयनित संस्थाओं एवं विभाग के बीच एकरारनामा (Concession Agreement) हस्ताक्षरित किया जाएगा। एकरारनामा (Concession Agreement) का प्रारूप संलग्न है। विद्यालयों का संचालन उक्त एकरारनामा (Concession Agreement) प्रारूप के अनुरूप करना अनिवार्य होगा।

2. विद्यालय संचालन हेतु चयन के उपरांत एकरारनामा संपादित होने पर जिस दिन से विद्यालय का संचालन प्रारंभ किया जाएगा उसी दिन से अवशेष वित्तीय वर्ष के लिए अनुदान स्वीकृत किया जाएगा।

5. चयन प्रक्रिया :-

1. इच्छुक गैर-सरकारी संस्था/अन्य संस्थान जो इन विद्यालयों के संचालन की इच्छा रखते हैं, वे अपने तकनीकी प्रस्ताव समर्पित कर सकते हैं। संस्थाएं अपना तकनीकी बिड (Technical bid) जिसमें Annexure-A पर अंकित विहित प्रपत्र में आवेदन, तकनीकी प्रस्ताव एवं अन्य सम्बन्धित/वांछित अभिलेख/कागजात हों मुहरबंद लिफाफे में बन्द करके आदिवासी कल्याण आयुक्त कार्यालय, कल्याण कॉम्प्लेक्स, बलिहार रोड, मोराबादी, राँची में दिनांक-27.09.2021 को अपराह्न 6.00 बजे तक समर्पित करेंगे, लिफाफे के उपर स्पष्ट शब्दों में यह अंकित होना चाहिये।
"गोपनीय * आवासीय विद्यालयों के संचालन हेतु तकनीकी बिड।

2. संस्थाओं के चयन हेतु अंकों का प्रावधान निम्नवत है :-

- I. कम से कम 500 छात्रबल वाले CBSE/ICSE/JAC/Govt. Statutory Body/JSDMS से संबद्धता प्राप्त विद्यालयों/शैक्षणिक संस्थानों/प्रशिक्षण संस्थानों का 3 वर्षों का संचालन का अनुभव रखने वाले संस्थाओं को 10 अंक।
- II. झारखण्ड में शिक्षा के क्षेत्र में कार्य करने का कम से कम 3 वर्षों का अनुभव रखने वाले संस्थाओं को 5 अंक।
- III. PPP मोड पर या केन्द्र सरकार/राज्य सरकार के अनुदान से आवासीय उच्च विद्यालय/प्रशिक्षण संस्थान संचालन का कम से कम 3 वर्षों का अनुभव रखने वाले संस्थाओं को 5 अंक।
- IV. अंतिम तीन वित्तीय वर्षों में प्रति वर्ष कम से कम 250.00 लाख का वार्षिक टर्नओवर वाले संस्थाओं को 10 अंक।
- V. आवेदनकर्ता संस्थान अन्तर्गत संचालित उच्च विद्यालयों का विगत तीन वर्षों का 10वीं एवं 12वीं की परीक्षा में उत्तीर्णता प्रतिशत के आधार पर 10-10 अंक (10वीं के लिए 10 अंक एवं 12वीं के लिए 10 अंक)। इस प्रावधान के अन्तर्गत उत्तीर्णता प्रतिशत को 0.1 से गुणा कर अंक दिया जाएगा। उदाहरणार्थ 10वीं के परीक्षाफल में उत्तीर्णता का प्रतिशत 80% होने पर संबंधित संस्था को 8 अंक एवं 12वीं के परीक्षाफल में उत्तीर्णता का प्रतिशत 70% होने पर संबंधित संस्था को 7 अंक कुल 15 अंक प्रदान किया जाएगा।

3. तकनीकी बिड द्वारा शॉर्ट-लिस्टेड संस्थाओं को अपने प्रस्ताव से सम्बन्धित प्रस्तुतिकरण (Presentation) देने हेतु आमंत्रित किया जा सकता है, जिसकी सूचना उन्हें अलग से कालांतर में आवेदन में अंकित E-Mail पर दी जायेगी।

4. संस्थाओं के अंतिम रूप से चयन हेतु सचिव, अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग की अध्यक्षता में चयन समिति गठित है। चयन समिति का निर्णय अंतिम होगा।

6. महत्वपूर्ण तिथियाँ एवं प्रस्ताव जमा करने का स्थान :-

1. तकनीकी बिड जमा करने की अंतिम तिथि एवं समय : दिनांक- 27.09.2021 को अपराह्न 6.00 बजे तक कमरा सं०- 215, आदिवासी कल्याण आयुक्त कार्यालय, कल्याण कॉम्प्लेक्स, बलिहार रोड, मोराबादी, राँची में।

7. आवेदन की प्रक्रिया :-

संस्थान/संस्थाओं को तकनीकी प्रस्ताव विहित प्रपत्र (Annexure-A) में भर कर वांछित अभिलेख/कागजातों को संलग्न करते हुए आदिवासी कल्याण आयुक्त कार्यालय, कल्याण कॉम्प्लेक्स, बलिहार रोड, मोराबादी, राँची में अंतिम तिथि 27.09.2021 तक जमा करना होगा।

8. अनुश्रवण एवं मूल्यांकन :-

1. संबंधित आवासीय विद्यालय का सक्षम प्राधिकार के द्वारा समय-समय पर निरीक्षण/पर्यवेक्षण किया जायेगा एवं प्रत्येक तीन माह पर अनुश्रवण एवं मूल्यांकन किया जायेगा। अनुश्रवण एवं मूल्यांकन के क्रम में अगर यह पाया जाएगा कि विभाग के मापदंडों एवं एकरारनामा के शर्तों के अनुरूप विद्यालय का संचालन चयनित संस्था द्वारा नहीं किया जा रहा है, तो विभाग द्वारा संबंधित संस्था से स्पष्टीकरण मांगा जाएगा। संबंधित संस्था द्वारा समर्पित स्पष्टीकरण से संतुष्ट नहीं होने पर अनुबंध अधि के बीच में ही विद्यालय संचालन हेतु एकरारनामा निरस्त कर दिया जाएगा एवं संस्था के विरुद्ध विधि-सम्मत कार्रवाई की जाएगी।
2. विद्यालय संचालन हेतु चयनित संस्थाओं के साथ एकरारनामा होने के बाद भी आवश्यकतानुसार विद्यालय संचालन की प्रक्रिया एवं गुणवत्ता को उत्तमतर बनाने हेतु समय-समय पर मार्गनिदेश निर्गत करने एवं पूर्व में निर्गत मार्गनिर्देशों को संशोधित करने का अधिकार विभाग को होगा जो चयनित संस्थाओं को मान्य होगा।

अनुलग्नक:-यथोक्त।

14/09/21
आदिवासी कल्याण आयुक्त
झारखण्ड, राँची।

**DEPARTMENT OF ST, SC, MINORITY & BC WELFARE
GOVERNMENT OF JHARKHAND**

Application Form

I Details of Educational Institutions / Non-Governmental Organization (NGO)

S. No.	Particulars	To be filled by Institutions /NGO
1	Name of the Organization (as per registration certificate)	
2	(a) Name of President (b) Name of Secretary	
3	Full address of Headquarter of Organization with PIN code	
4	Latest landline telephone no. with STD code	
5	Mobile no. of President and Secretary	
6	E-mail address of Organization	
7	Name of Act under which registered	
8	Details of registration and date of expiry (attested photocopy of registration to be enclosed)	Registration No.: Date of registration: Date of expiry:
9	Details of Management Committee/Governing Body as per Annexure 1	
10	Details of Contact person	

II Suitability of Institutions/NGO

S. No.	Particulars	To be filled by Institutions /NGO
1	Experience of the Organization in the relevant field (should not be less than 3 years)	
2	Other educational activities in which the Organization is involved	
3	Financial resources of the Organization along with bank account nos. in various banks	
4	Whether Organization is in position to run the project without assistance from Welfare Department	
5	Whether Organization has been declared bankrupt at any point of time	Yes/No
6	If so, reasons thereof	
7	Whether Organization is involved in promoting any religious faith	
8	Whether Organization has been blacklisted by any	

	institution of the Government at any point of time, if so the details thereof	
9	Details of Staff Employed of your organization	As per Annexure 2
10	Assets acquired wholly or substantially out of Government Grants	
11	Whether Institution/ NGO currently running Schools/ College in Jharkhand/India/? If so, give the details of these Schools/College.	
12	Whether Institution/ NGO currently running Schools of ST, SC, Minority & BC Welfare department, G.O.J. ? If So give the details	
13	Whether concerned staff are trained under RTE act 2009	Give details as Annexure

III Bank details of the Organization for transfer of funds

S. No.	Particulars	To be filled by VO/NGO
	Details of main account:	
1	Name and full address of the Bank where the Organization desires to receive the financial assistance from Department of Welfare	
2	MICR code of the branch of the Bank	
3	IFSC code of the Bank Branch	
4	Nature of account (current/saving) and correct account no.	
5	Names of authorized signatories operating the bank account (please enclose certificate for specimen signatures as per Annexure 3)	

Note: Authorization letter as enclosed as Annexure 3 to be attached with application. This letter should be countersigned by the Bank Manager. The details on this letter shall be for that bank where the grants have been proposed to be transferred by the organization.

V. Technical Proposal

Sl. No	Particulars	Details
a)	Registration of Organization	
b)	Details of registration if any under- CBSE, ICSE, JAC, University, any other Govt. Statutory Body	
c)	Details of basic infrastructure of Organization and declaration certificate	
d)	Details of Staff, educational qualification, post, salary/honorarium	
e)	Running of educational institutions experiences in details	
f)	Details of Experience of Running educational institutions fully aided by Central/ State Govt.	
g)	Yearly turnover- details of last three years financial statement by CA	
h)	Certificate of satisfactory financial standing by bank	
i)	Details of Experience of working in ST/SC dominated area	
j)	Details of action plan for running school	
k)	A certificate that your organization is not blacklisted from any Government Department	
l)	Details if your organization is currently running schools of ST, SC, Minority & BC Welfare department, G.O.J	

Signature of President/Secretary
Full Name:
Designation:
Seal of Organization

Composition of Managing Committee/Governing Body

1. Name and Postal Address of the organization:

2. Details of Managing Committee/Governing Body

S No.	Name of the Members	Sex (M/F)	Father's Name	Spouse's Name	Complete Residential Address	Whether SC/ST/OBC/GEN	Self Occupation	Occupation of the Spouse	Position held in the Managing Committee/Governing Body
1	2	3	4	5	6	7	8	9	10

3. Declaration:

1. Certified that the composition of the above Managing Committee/Governing Body is in accordance with the approved Bye laws and Memorandum of Association of the Organisation.
2. Certified that the above Managing Committee was elected by the General Body in its meeting held on _____ to _____ The life of the Committee is from _____ to _____
3. Certified that the instant proposal has the consent of all the aforesaid members including the members belonging to Scheduled Tribes.

Place:
Date:Signature of President/Secretary
Full Name of the signatory
Designation
Seal of the Organisation

DETAILS OF THE STAFF EMPLOYED

1. Name and address of the Organization
2. Name and address of the Project:
3. Details of Staff employed in previous year:
 - (i) Total no. of Staff employed:
 - (ii) No. of ST Staff:
 - (iii) No. of Males and females staff:
 - (iv) Details as follows:

S. No.	Name & Address	Sex (M/F)	Educational Qualification	Trained/ Untrained	Date of Appointment	Appointed as	Period for which Employed during the year	Honorarium Per Month	Total Honorarium	Remarks, if any
1	2	3	4	5	6	7	8	9	10	11

- (v) Whether there is any change in staff members from the previous year, if so, give details:

Date:
Place

Signature of the Secretary/president
(Office stamp of the Organization)

CERTIFICATE

Authorized Signatories Operating Bank A/C No. _____ In Respect of
Organization _____

I- Signature:
Name:
Address:
Designation in organization

II- Signature:
Name:
Address:
Designation in organization:

Signature of Bank Authority with stamp _____

Name & Designation:

Name and address of Bank:

Date:

.....



**OPERATION, MAINTENANCE AND MANAGEMENT OF EKLAVYA MODEL
RESIDENTIAL SCHOOL/ASHRAM RESIDENTIAL SCHOOL/SCHEDULED
TRIBE PRIMARY RESIDENTIAL SCHOOL /SCHEDULED CASTE PRIMARY
RESIDENTIAL SCHOOL/PVTG PRIMARY RESIDENTIAL SCHOOL IN
JHARKHAND**

CONCESSION AGREEMENT

Between

Tribal Welfare Commissioner

**Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare,
Government of Jharkhand**

and

Shri/Smt.....Designation.....on Behalf of

M/s

(Address.....)

Project Location: inDistrict

Date:

Tribal Welfare Commissioner

**Department of Scheduled Tribe, Schedule Caste, Minority
and Backward Class Welfare, Government of Jharkhand**

**Project Building, Dhurwa, Ranchi- 834004,
Jharkhand.**

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Concession Agreement

Concession Agreement for Operation, Maintenance and Management of Eklavya Model Residential School/Ashram Residential School & ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School at, in District in Jharkhand

This Concession Agreement (hereinafter referred to as “**Agreement**”) is entered into on this day of 20....., at Ranchi, Jharkhand

BY & BETWEEN

Tribal Welfare Commissioner, Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Government of Jharkhand, Ranchi, having its Principal Office at Project Building, Dhurwa, Ranchi– 834004, Jharkhand, (herein referred to as “**TWC/Authority**” which expression shall, unless repugnant to the context or meaning thereof, include it’s administrators and assigns) as Party of the **FIRST PART**;

AND

M/s....., having its principal/head/registered office at, duly represented through its authorized signatory, Designation..... (hereinafter referred to as the “**Concessionaire**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) as Party of the **SECOND PART**;

The expressions ‘**TWC/Authority**’ and ‘**Concessionaire**’ shall hereinafter, as the context may admit or require, be individually referred to as “the **Party**” and collectively as “the **Parties**”.

WHEREAS

- A.** GoJ has set up immoveable infrastructure assets in respect of the **Eklavya Model Residential School/Ashram Residential School/ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School** at in **District** concession with respect to which was envisaged to be granted by TWC to the selected agency who offers to undertake operation, maintenance and management of the same.
- B.** GoJ wished to induct private sector participation to undertake operation, maintenance and management of Eklavya Model Residential School/Ashram Residential School/ ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School at..... **in..... District** in compliance with provisions of this Agreement (the Project), through private sector entity selected with an aim to impart quality education to the populations.

- C.** The Authority intends to grant to the Concessionaire non-exclusive concession rights to undertake the Project for a Concession period ofcommencing from the COD.
- D.** The Authority had accordingly considers to extend the concession period of the concessionaire for the Project in agreed terms and condition.
- E.** Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Jharkhand, through the Authority, accordingly issued the Letter of Intent vide no /.....and dated("LoI") to the Concessionaire and agreed to execute the Concession Agreement.
- F.** By its letter dated, the Concessionaire had accepted the LoI and agree to enter into the Concession Agreement.
- G.** The Concessionaire acknowledge and confirm that they have undertaken a due diligence audit of all aspects of the Project, including technical and financial viability, legal due diligence and on the basis of its independent satisfaction hereby agrees to undertake the Project thereat at its cost and expense in accordance with the terms and conditions hereof.
- H.** Upon fulfillment of the conditions of the agreement and the LoI, the Authority and the Concessionaire have agreed to enter into this Concession Agreement for the Project on the terms, conditions and covenants hereinafter set forth in this Agreement.
- I.** The decisions of State Cabinet (before and after the execution of this Agreement) shall always override this Agreement and accordingly such decisions shall be final.
- J.** The instructions and guidelines of Ministry of Tribal Affairs, GoI (before and after the execution of this Agreement) shall always override this Agreement and accordingly such decisions shall be final.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions:

The words and expressions beginning with capital letters and defined in this Concession Agreement shall, unless the context otherwise requires, have the meaning ascribed there to herein. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the Concession Agreement.

- i. **“TWC/Authority”** shall mean Tribal Welfare Commissioner, Jharkhand
- ii. **“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with;
- iii. **“Agreement/Concession Agreement”** shall mean this Agreement, and includes any schedules thereto and amendments there to made in accordance with the provisions hereof;
- iv. **“Annual Concession Fee”** shall have the meaning ascribed thereto at Article 7 herein;
- v. **“Applicable Permits”** means all clearances, concessions, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained (under Applicable Laws) from any Government [State Government and/or Central Government], and/or Statutory Authorities in connection with the performance of obligations hereunder (including undertaking the operation and maintenance of the Project) during the subsistence of the Concession Agreement;
- vi. **“Applicable Laws”** shall mean all laws, brought into force and effect by the Government of India or Government of Jharkhand including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority / Statutory Authority (including but not limited to **Department of School Education and Literacy, Government of Jharkhand / EMRS – Ministry of Tribal Affairs, Government of India**) and judgments, decrees, injunctions, writs and orders of any court, applicable to this Project and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder, as may be in force and effect during the subsistence of the Concession Agreement;
- vii. **“Authority Event of Default”** shall have the meaning ascribed herein in this agreement;
- viii. **“Commercial Operations Date” or “COD”** shall mean such date, following the Effective Date, on which Authority, in writing notifies the Concessionaire to commence operation of the Project subject to and in accordance with the terms of this Agreement;

- ix. **“Contractor”** shall mean any Person with whom the Concessionaire has entered into/ may enter into any of the Project Agreements;
- x. **“Concession Period”** shall have the meaning ascribed there to in Clause 2.2.1;
- xi. **“Concessionaire Event of Default”** shall have the meaning ascribed thereto in Article 10;
- xii. **“Encumbrance”** shall mean any encumbrance 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 without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility;
- xiii. **“Event of Default”** shall have the meaning as ascribes thereto in Article 10
- xiv. **“Financial Year”** shall mean the period commencing from 1st day of April of any given calendar year up to 31st day of March in the immediately succeeding calendar year; provided in the first year of this Agreement, the financial year shall be a time period commencing from COD up to 31st day of March in the immediately succeeding calendar year, and in the last year of subsistence of this Agreement, it shall be the time period commencing from 1st April up to handover of possession of the Project Facility date;
- xv. **“Force Majeure” or “Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in Article 9;
- xvi. **“Good Working Condition”** shall mean that the operating condition of all the school and equipment [including Library, ICT Lab, Science Lab, Hostel, Mess & Mess equipment, Classrooms, Sports, machineries, fittings and fixtures] installed by the Authority in the School premises, in terms hereof, conforms to and is as per the specifications [including purpose] prescribed by the manufacturer of such equipment/machineries;
- xvii. **“Government Agency”** shall mean Government of India, any State Government or Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or Other Judicial or Administrative Body, Central, State, Or Local, having jurisdiction over the Concessionaire, the Project Site or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
- xviii. **“Guidelines”** shall mean the applicable specifications, norms, regulations, bye-laws etc. issued from time to time, by the Ministry of Tribal Affairs, Government of India/Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class

Welfare, Government of Jharkhand/Authority/Other Statutory Authorities (including but not limited to the EMRS – Ministry of Tribal Affairs, Government of India), in complete adherence whereto, the Concessionaire shall undertake the operation and maintenance of relevant Project Facility; and shall specifically include any amendment/modifications made thereto, at any time and from time to time during the term of Concession Agreement;

- xix. **“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in educational services and which inter alia includes those teaching practices, methods, specifications and standards of teaching, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project;
- xx. **“GoI”** shall mean Government of India;
- xxi. **“GoJ”** shall mean Government of Jharkhand;
- xxii. **“Quality Educational services”** has the meaning as set forth in the Concession Agreement.
- xxiii. **“KPI or Key Performance Indicator”** shall mean the performance indicators as specifically set out and/or defined in Schedule 2 of this Agreement, in accordance whereof the Concessionaire shall be required to undertake and perform its obligations hereunder;
- xxiv. **“Material Adverse Effect”** shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- xxv. **“Material Breach”** shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure;
- xxvi. **“Eklavya Model Residential Schools” or “EMRS”** means the Residential School for Tribal Students set up with the financial assistance of Ministry of Tribal Affairs, Government of India in Jharkhand, whereas, **“Ashram Residential Schools”** means the Residential School for Tribal Students set up Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Government of Jharkhand, & whereas, **“ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential Schools”** means the Residential School for the students belonging to Schedule Tribes, Scheduled Castes and Particularly Vulnerable Tribal Groups (PVTG) set up Department of

Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Government of Jharkhand;

- xxvii. **“Project Agreements”** shall mean collectively this Agreement hereafter entered into by the Concessionaire in connection with the Project;
- xxviii. **“Project”** shall mean and refer to Operation, Maintenance and Management of the Project Facility in accordance with the applicable guidelines, KPIs standards set out in respect thereof herein, Applicable Permits, Good Industry Practice and Applicable Laws, as set out in terms hereof;
- xxix. **“Project Facilities”** shall mean and refer to the **Eklavya Model Residential School/Ashram Residential School/ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School**, located at....., in **District** which is owned and constructed by Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Government of Jharkhand and include the constructed built-up space including the buildings and other structures comprising the School and shall specifically include without limitation the Library, ICT Lab, Science Lab, Hostel, Mess, Classrooms, Sports, equipment/machineries/ fittings/fixtures installed therein by TWC, concession in respect whereof is granted to Concessionaire in terms hereof;
- xxx. **“Project Monitoring Committee”** has the meaning as set forth in the Article 6
- xxxi. **“Performance Security”** has the meaning as set forth in the Clause 14.1.1 of this Concession Agreement.
- xxxii. **“Project Site”**: The site on which Project Facility is located.
- xxxiii. **“Rupees”** or **“Rs.”** refers to the lawful currency of the Republic of India;
- xxxiv. **“Statutory Authority”** shall mean Government, Quasi-Government, Administrative, Judicial, Public Or Statutory Body, Department, Instrumentality, Agency, Authority, Board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Concessionaire of its obligations hereunder;
- xxxv. **“Tax”** shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Concessionaire under Applicable Law;
- xxxvi. **“Termination”** shall mean early termination of the Concession, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course;
- xxxvii. **“Termination Date”** shall mean the date specified in the Termination Notice as the date on which Termination occurs;

- xxxviii. **“Termination Notice”** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement;
- xxxix. **“Transfer Date”** shall mean the date of expiry or earlier termination (as the case may be) of the Concession Agreement subject to and in accordance with terms hereof;

1.2. Interpretation

1.2.1. In this Concession Agreement, unless the context otherwise requires,

- a) References to any legislation or any provision there of 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 State of Jharkhand, laws of India 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 Jharkhand/India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) The table of contents, headings or sub-headings in this Concession Agreement are for convenience of reference only and shall not be used in, and shall not affect, the operation or interpretation of this Concession Agreement;
- d) 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;
- e) References to "**clause**", "**Article**" and "**Schedules**" here in shall mean reference to the Clause, Article and Schedules to this Concession Agreement
- f) this Concession Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement, Bid documents between the Parties in relation to the Project.
- g) Words importing the singular shall include the plural and vice-versa where the Concession Agreement requires.
- h) Words importing one gender include other genders.
- i) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- j) Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

ARTICLE 2: SCOPE OF THE PROJECT

2.1 Objective of the Project & Scope of the Project

- 2.1.1. The objective of the Project is to provide free of cost quality education including extra-curricular activities like sports, music, NCC/Bands, Life-skills etc to the students belonging to Scheduled Tribes/Particularly Vulnerable Tribal Groups (PVTG)/Scheduled Caste of Jharkhand.
- 2.1.2. The Project aims at developing Eklavya Model Residential School/Ashram Residential School/ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School.
- 2.1.3. The focus of the project shall not be only on academic education but on the all-round development of the students.
- 2.1.4. The Authority targets at bringing in private sector efficiency for quality Educational Services delivery including extra-curricular activities like sports, music, NCC/Bands, Life-skills etc.

2.2. Scope of the Project

- 2.2.1. The Concessionaire is responsible for the Project for a Concession Period ofcommencing from the COD (the “**Concession Period**”).
- 2.2.2. Authority may on the direction of Government of Jharkhand, subject always to the Concessionaire not being (during the Concession Period) in any material default of its obligations hereunder and particularly the Concession Agreement, consider granting another concession term to the concessionaire on such terms as Government of Jharkhand would then deem appropriate.
- 2.2.3. The Concessionaire shall provide, without levying, collecting, and appropriating any educational fee from students, quality educational services of this Concession Agreement (the “Educational Services”).
- 2.2.4. The Concessionaire shall provide all required support including extra-curricular activities like sports, music, NCC/Bands Life-skills etc, vocational educational, coaching classes other allied services for effectively delivering the quality Educational Services.
- 2.2.5. The Concessionaire shall deploy teaching and non-teaching staff for the Project Facility as specified in the Concession Agreement.
- 2.2.6. Authority, if mandated as such by Government of Jharkhand, shall procure, School equipment, fixtures and furniture if not provided earlier as specified in the Concession Agreement.

- 2.2.7 Authority reserves the right to carry out School, inventory & accounts audit including payroll of teaching & non-teaching staff of the Project Facility along with financial and accounting audits at least twice every year.
- 2.2.8 The Concessionaire shall ensure that the Teaching and non-Teaching personnel appointed/engaged have the minimum qualification and experience as prescribed in the Schedule 1.
- 2.2.9 Concessionaire shall ensure compliance of all the obligations expected for running the project including following but not limited to such as deployment of human resources, resources required for direct expenditure on students, operational expenditure, Academic and co-curricular activities.
- 2.2.10 The Concessionaire shall be responsible for the maintenance of all movable and immovable assets of the Project Facility in Good Working Condition and abide by the existing policies of the Government and Applicable Permits.
- operation and maintenance of the School and management thereof in accordance with the provisions of this Agreement; and
 - performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

ARTICLE 3: GRANT OF CONCESSION

3.1. Grant of Concession

- 3.1.1. In accordance with the provisions of this Concession Agreement, the Authority hereby grants to the Concessionaire the non- exclusive right, permission, leave and concession rights in respect of the Project Facility, free of any Encumbrances, for the Project during the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever (hereinafter the “**Concession**”); and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein. For avoidance of doubt, it is clarified that at all times the Authority shall have the absolute, unencumbered legal ownership rights in respect of the Project Facility and the Project Site and the Concessionaire shall only be entitled to exercise its Concession rights and/or operate and maintain the Project Facility in Good Working Condition till the expiry or earlier termination of the Concession Period.
- 3.1.2. Subject to and in accordance with the provisions of this Agreement, the Concession here by granted shall oblige or entitle (as the case may be) the Concessionaire to:
- a. Non-exclusive access, to the Project Site and Project Facility
 - b. Operate, maintain and manage the Project Facility as per the terms of this Concession Agreement;
 - c. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Concession Agreement;
 - d. Perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Agreement;
 - e. Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement and/or Project Site and/or Project Facility and/or School, or the Concession hereby granted or on the whole or any part of the Project Facility nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
- 3.1.3. Notwithstanding anything to the contrary contained herein, it is hereby clearly understood, agreed, confirmed and recorded between the Parties as follows:
- i. the legal possession in respect of the Project Facility and Project Site shall continue to vest in the Authority and the Concessionaire shall only be entitled to non-exclusive Concession to undertake the implementation of the Project in terms hereof and shall not be entitled to use of the Project Site and Project

Facility for any purpose other than those expressly permitted in terms hereof;

- ii. the grant of Concession in terms hereof shall not vest or create any proprietary interest in the Project Facility or any part thereof in favour of the Concessionaire or any other person claiming under the Concessionaire;
- iii. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise create encumbrance in respect of the Project Facility and Project Site, or assign or transfer this Concession Agreement in favour of any person at any time and for any reason whatsoever; save and except as otherwise provided in terms of the Concession.

3.1.4. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein forms the essence of this Agreement and shall duly bind the Concessionaire and/or any person claiming under it.

3.2. **Concession Period**

3.2.1. The Concessionaire has been granted the Concession to operate, maintain and manage the Project Facility i.e.....School at, **in** **District** for the Concession Period of commencing from the COD. The Authority may in its sole discretion, subject always to the Concessionaire not being (during the Concession Period) in any Material Breach of its obligations hereunder, consider granting another concession term to the Concessionaire on such terms as Authority would then deem appropriate.

3.2.2. The Project Facility for the proposed session Shall be made operational till class In case the facility is not up to the highest level of class. The facility may be upgraded to the next level of class for each succeeding year of concessionaire period.

3.2.3. Notwithstanding anything to the contrary contained herein such renewal shall always be subject to the condition that the Authority/Government of Jharkhand shall not have decided to close the Project Facility to serve larger public good or the Project Facility has not been in non-operational condition owing to Force Majeure or other events beyond Authority's and/or Concessionaire's reasonable control.

3.3. **Actions in Support of the Concession**

- a) The Authority shall, on best effort basis, and subject always to Concessionaire fulfilling the eligibility criteria and duly complying with all requirements, render such assistance as the Concessionaire may reasonably require, from time to time, for availing and obtaining all Applicable Permits and for completion of formalities relating to the Project provided the Concessionaire is in compliance

with the rules, regulations and guidelines prescribed by the Statutory Authorities;

- b) The Authority shall, on best effort basis, provide all assistance and recommendations to the Statutory Authority, including Gol, in support of the Concessionaire's applications for Applicable Permits that may be needed from time to time for the implementation of the Project provided that the Concessionaire has made the requisite applications and follows the necessary norms and regulations of the Statutory Authority for the grant of such Applicable Permits.

ARTICLE 4: CONCESSIONAIRE'S OBLIGATION

4.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

4.2 Operation & Maintenance

- a. The Concessionaire shall operate and maintain the Project Facility and ensure operation & maintenance of equipment, furniture/fixture etc in accordance with the provisions of this Concession Agreement and any latest/applicable regulations as issued by Government of India and or Government of Jharkhand.
- b. The Concessionaire shall undertake to provide Educational Services by itself and will not outsource the Educational Services to third party.
- c. The Concessionaire shall undertake operations and maintenance of the Project Facility other than Educational Services by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible to meet the Agreement.
- d. The Concessionaire shall keep the Project Facilities from undue deterioration and wear and shall ensure safety of personnel deployed for operation & maintenance of facilities Permit unimpaired performance of statutory duties and functions of any party in relation to the Project.
- e. The Concessionaire shall ensure that any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
- f. The Concessionaire shall ensure that disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/minimized;
- g. In case of Eklavya Model Residential School, the Concessionaire shall Ensure all minor repairs including routine repairs of the Project Facility using the budgetary provision mentioned in Schedule 4-A of this agreement.
- h. Concessionaire shall, during the operations period and subsistence of this Agreement:
 - i. designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project Facility, to deal with the Authority and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - ii. for the purposes of determining that the Project Facility is being maintained properly.
 - iii. ensure that no demolition shall be allowed during the Concession Period,

unless specifically approved by the Authority in writing.

- iv. ensure that no items comprising the Project Facility shall be disposed-off during the Concession Period, unless specifically approved by the Authority in writing.

4.3 Recruitment, Training and Remuneration

- 4.3.1 The Concessionaire shall at its cost and expenses recruit and train all personnel required for the operation, management, and maintenance of the Project Facilities under this Agreement.
- 4.3.2 The recruitment, training and remuneration of the manpower (personnel, employees and staff) required for the Project shall be the responsibility of the Concessionaire and be in compliance with Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, Government of Jharkhand/Ministry of Tribal Affairs, Government of India prescribed Guidelines and all statutory provisions enacted by Government of Jharkhand.
- 4.3.3 Provided that, no personnel, staff, or employee under the Concessionaire whether temporary or permanently employed for the purposes of implementation of this Project shall, under any circumstances, be deemed to be in employment with the Authority or Government of Jharkhand and the Concessionaire shall ensure that its operations are conducted in a manner so that any employer- employee relationship is not imputed between the Authority and the employees, personnel and staff of the Concessionaire.
- 4.3.4 If the Concessionaire fails to deploy any of the required manpower as mentioned under Schedule1 of this Concession Agreement, then the corresponding salary of such manpower shall be deducted from the Annual Concession Fee.
- 4.3.5 Concessionaire shall ensure that all staff engaged in the delivery of the services are properly and adequately notified, trained and instructed in accordance with quality of education program and good innovative educational practice and the standards of their relevant professional body, if any, in the execution of their duties.

- 4.3.6 Concessionaire shall retain on file at all times, copies of all current and valid concessions, certifications and/or accreditations of all the teaching & non-teaching personnel performing services.
- 4.3.7 Concessionaire shall further provide to the Authority a list of currently employed trained personnel and shall update the list whenever they enter or leave the Concessionaire's employment/ payroll/ contract.
- 4.3.7 Concessionaire shall ensure that all staff/personnel are offered Training of Trainers (ToT) having regard to the nature of the duties carried out by the staff/personnel pursuant to the services.
- 4.3.8 Concessionaire shall ensure that all staff are properly and presentably well groomed, dressed in appropriate uniforms and work wears, maintain a high standard of personal hygiene commensurate with their allocated tasks and wear identification badges at all times while working in the Project Facility.
- 4.3.9 In the event that the Authority decides that particular staff / personnel should be removed from the position due to lack of requisite qualification, training or has consistently demonstrated lack of capability in providing the required services, the Concessionaire after having opportunity of being heard shall have to abide by such decision and act on the advice of the Authority promptly. The decision of the Authority in this regard shall be final.

4.4 Educational Services in the Project Facility:

- 4.4.1 The Concessionaire shall throughout the Concession Period provide all the Educational Services including extra-curricular activities like Sports, Music, NCC/Bands, Life-skills etc as per the provisions of the Concession Agreement and as per the norms of the affiliating school education authority.

4.5 Catering /Dietary / Mess Service/Health Services:

- 4.5.1 The Concessionaire shall provide high quality catering / dietary /mess services for students, as decided by the Authority, which offer a range of appetizing and nutritious food and drinks to enable students to have a choice which reflects their dietary needs and tastes and as per their nutritional requirements. For this, cost norms per student and menu including the caloric value of food shall be decided by Project Management Committee.
- 4.5.2 The Concessionaire may either provide the services on its own or may outsource the Catering/Dietary/Mess Services to a Contractor. However, in both the cases the Concessionaire shall be solely responsible for the quality and adequacy of the catering/dietary/Mess services in accordance with the provisions of this Agreement.

4.5.3 The catering service to students shall be as per the Good Industry Practices and shall provide:

- a. wide and varied selection of food and beverages to meet the nutritional dietary needs of the students; including healthy eating, ethnic, cultural, prescribed diets, vegetarian options;
- b. Good quality, safe, wholesome and nutritious meals, snacks and beverages in compliance with requirements of all food safety legislations, and health requirements;
- c. The Concessionaire shall develop and implement appropriate operational policies, procedures and practices to ensure that food safety and hygiene standards including personal hygiene and personnel apparel are maintained at all times;
- d. The Concessionaire shall implement quality control procedures for all incoming ingredients and foodstuffs to ensure goods are within their stated expiry date and free from damage and pest infestation;
- e. It shall provide all necessary infrastructure like hardware, menus, crockery, utensils, and any other items required for efficient delivery of the catering service;
- f. Crockery and cutlery shall include specialist crockery and cutlery for students with special requirements;
- g. The facilities in the catering / dietary/Mess service department shall have adequate provision for receiving space for fuel and eatables, cooking area, trolley loading for distribution, cold storage, washing area and refuse disposal. All the material used for these services should be environment friendly.

4.5.4 The concessionaire shall not use any genetically modified food ingredients, which are not approved by the competent Authority.

4.5.5 The Concessionaire shall be responsible to ensure regular health check-up, once in a quarter, of the students enrolled in the school. The Concessionaire shall keep individual health card and track the health status of the students enrolled in the school. The health check-up shall be based on parameters decided by Project Management Committee.

4.6 Security

4.6.1 Concessionaire shall provide security services for maintaining a secure environment within the Project Facility and responding to security incidents within the Project Facility.

Concessionaire shall ensure that all system and controls are in place and are functional to safeguard property, facilities and commodities;

4.6.2 The security shall be provided round the clock throughout the year.

4.6.3 Concessionaire shall:

- a. Provide security service to ensure the safety and security of all students, staff and bona fide visitors to the Project Facility;
- b. Provide professional integrated security services on a scheduled and reactive basis, which are efficient, effective and timely;
- c. Maintain the safety of all persons, and their belongings, within the Project Facility. This includes the protection of students, staff, service providers and visitors against violent acts or abuse;
- d. Protect the Project Facility and property, students, staff, and visitors against theft, vandalism, malicious tampering and criminal damage; and
- e. Ensure only bona fide visitors are allowed access to the Project Facility. This includes restricting access of undesirable persons to the Project Facility / Hostel in general and restricting access to sensitive areas to authorized personnel only.

4.6.4 Concessionaire shall provide reports on all incidences of crime to the concerned government department and to the Authority within the Project Facility.

4.7 Linen, Curtain, Bedsheets: Concessionaire shall provide clean linen, curtain, bed-sheets etc in hostel premises and academic areas for students and staff in the adequate numbers for smooth functioning of hostel and academic building.

4.8 Pest Control

4.8.1 Concessionaire shall undertake regular and periodic pest control to ensure that facility is free from the pests and rodents. It shall ensure the use of chemicals for pest control follows statutory compliance and banned chemicals are not used for this purpose. Concessionaire shall maintain the record on number, type and location of infestation reported and signed and dated pest control activity reports.

4.9 Equipment Maintenance

4.9.1 Concessionaire shall undertake comprehensive planned and proactive maintenance of all equipment & machines to ensure that equipment/machine is safe, accurate and working to optimum performance and to achieve maximum availability and continuity of services by minimizing the inconvenience caused by equipment/machine breakdowns and interruptions and achieve effective delivery of service from all school equipment and

services by maintaining standards set by the equipment manufacturer. The Concessionaire shall have alternate arrangements during any sort of maintenance/repair of equipment/machines/apparatus to ensure delivery of services as envisaged in this Agreement is not hampered/hindered/stopped.

4.9.2 The maintenance shall include:

- a. Planned protective maintenance designed to keep unplanned breakdown and disruptions minimum;
- b. Reactive maintenance providing rectification or arranging similar system to provide continuity of services; and
- c. Implement and maintain a planned replacement system of time/performance expired asset to maintain quality of performance and service availability.

4.9.3 Concessionaire shall maintain logbook of planned and reactive maintenance.

4.9.4 The Concessionaire shall ensure sufficient stocks of all materials, teaching & learning materials, textbooks, recurring stationary items and other necessary consumables are maintained for the provisions of the education services and that such materials shall be stored in a clean and tidy manner in earmarked areas.

4.10 Record Keeping

4.10.1 Concessionaire shall create, maintain, preserve professionally the records for all students, Teaching & Non-Teaching Personnel. A personal record shall document the required details of a student, Teaching & Non-Teaching Personnel educational qualification certificates, credentials including past and present illness or illness and treatment prescribed, with special attention to background verification.

4.10.2 Concessionaire shall ensure that students, Teaching & Non-Teaching Personnel records which are documented completely, accurately and timely in the personal file record. The Project Facility will issue a unique registration number / Unique ID to every student, Teaching & Non-Teaching Personnel. All records and data shall be kept in reference to this number.

4.10.3 The records shall be kept in an appropriate secure location. Project Facility (s) shall maintain all records for archiving. Project Facility(s) shall deploy adequate resources for maintaining the records.

4.10.4 The Concessionaire shall comply with any duty arising from the student, Teaching & Non-Teaching Personnel entitlement to confidentiality of his/her record and any other information (including Personal Data) in accordance with the Applicable Laws and Good

Industry Practice. The Concessionaire shall maintain and submit the alumni data to the Authority as and when demanded and in the format prescribed.

4.11 Record Keeping and Reporting

4.11.1 All records and plans related to the Project and Project Facility shall be kept at the Project Facility(s). The list of records to be maintained shall include following:

- a. The Project Agreement, its Schedules and the project documents including all amendments to such agreements;
- b. All other documents, software or other information expressly referred to in the Agreement;
- c. Records relating to any specialist or statutory inspections of the Facilities;
- d. Notices, reports, and other documents related to commissioning activities;
- e. Documents related to events of Force Majeure, delay events, Events of Default and relief events and the consequences of the same;
- f. All formal notices, reports or submissions made to or received from the Authority in connection with the provision of services, the monitoring of performance, or the availability of the facilities;
- g. All required certificates, concessions, registrations or warranties related to the provision of Project Facility and services;
- h. Documents related to change in ownership or any interest in any or all of the shares in Concessionaire;
- i. Records related to taxes;
- j. Financial records, including audited and unaudited accounts of parent company and Concessionaire and related reports;
- k. Documents relating to accreditation & inspection;
- l. Records required by law and all consents;
- m. All other records, notices or certificates required to be produced and/or maintained by Concessionaire pursuant to Concession Agreement.
- n. Educational Qualification and Credentials of Teaching & Non- Teaching Staff
- o. Any other record, financial records, payment records, payroll, bank account statement, cash-book, all relevant head-wise breakup of the Annual Concession Fee etc as mentioned in the agreement document or to be asked to maintain or furnish by the Authority.

4.12.2 Complain register shall be available at the Project Facility at all the times. The complain register shall be made available to the Authority as and when asked for.

4.12.3 The Concessionaire acknowledge that in order to monitor the Educational Services including extra-curricular activities like sports, music, NCC/Bands, Life-skills etc, there needs to be timely regular exchange of detailed and accurate information and accordingly the Concessionaire shall collate and provide the information as mentioned under Schedule 2 on a quarterly basis.

4.13 Retention of Records and Backup of Operations

4.13.1 The Concessionaire shall retain all records and reports pertaining to this Agreement till the completion of the tenure of the Concession Period; for any further period required by Law/Authority; and until all audits are completed and exceptions resolved for the term of the Agreement. Upon request and except as otherwise restricted by Applicable Law, Concessionaire shall make these records available to authorized representatives of the Authority.

4.14 Indemnity by Concessionaire

4.14.1 The Concessionaire shall,

- a. Ensure Quality Teaching, designing curriculum, impart teaching and maintain the Project Facility in accordance with the provisions hereof;
- b. Ensure integration of extra-curricular activities like sports, music, life-skills, NCC/Bands etc in the education processes
- c. Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- d. Comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Concession Period;
- e. Ensure that each Project Agreement contains provisions that would entitle the Authority or a nominee of the Authority to step into the same at the Authority's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement;
- f. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, concessions, agreements and permissions for teaching methods, teaching processes and quality educational ecosystem used in or incorporated into the Project;
- g. Appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;

- h. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies the Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority be treated as employer in this regard;
- i. Be responsible for the security, environment and safety aspects of the Project Site/Project Facility, as the case may be, at all times during the Concession Period;
- j. Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- k. Upon receipt of a request thereof, provide access to the Project Facility to the authorized representatives of the Authority for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions;
- l. Pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period;
- m. Keep on the Project Site two complete sets of this Agreement, approvals given by the Authority and any other communication given or issued under provisions hereof for inspection, verification and use by the Authority or any authority authorized by law to inspect the same or any of them;
- n. Provide and maintain all possible accommodation and welfare facilities for its staff, in the given premise of the school. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Project Facility;
- o. Take precautions to ensure the health and safety of all students, staff and employees both teaching & non-teaching;
- p. Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staffs, students and labour and to preserve peace and protection of persons and property in the neighborhood of the Project Facility against such conduct.

4.17 No Breach of Obligations

4.17.1 The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Article 9;
- b. the Authority Event of Default;
- c. Compliance with the instructions of the Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- d. Closure of the Project Facility or part thereof with the approval of the Authority.

4.18 Access and Assured Availability of the Project Facilities

4.18.1 The Concessionaire shall, at all times during the Concession Period, allow access to and usage of Project Facilities to the Authority/person nominated by the Authority.

4.19 Payment of Electricity bill and Water Bill: The Concessionaire shall ensure timely payment of electricity charges and water charges of the School Facility/Project.

4.20 Constitute Anti Ragging Cell: The Concessionaire shall constitute Anti Ragging Cell in the Project Facility and take all necessary measures to ensure that no ragging takes place in the campus. In case of any event of ragging occurred in the school, the Authority shall take appropriate legal action against the Concessionaire.

4.21 Management Information System (MIS)- The Concessionaire shall need to develop, maintain & share required data/information on monthly basis / from time-to-time basis with the Authority in a prescribed/given format.

4.22. Financial Transaction: The Concessionaire shall ensure compliance to the circulars of Income Tax, Ministry of Finance, Gol and Reserve Bank of India issued time to time for ensuring transparency in the financial transactions.

4.23.1 The Concessionaire shall be responsible to maintain all relevant books of accounts of the of receipt of Annual Concession Fee & expenditure (head-wise), so as to submit the details to the Authority, if it is asked by the Authority at any given point of time of the Agreement Period.

4.23.2 The Concessionaire shall submit Utilization Certificate to the Authority by the end of

financial Year and the Concessionaire shall also submit Audited Statement by 30th June.

4.24.1 Erection of Sign Board

- a. The Concessionaire shall erect a signboard, as per the prescribed size given by the Authority, adjacent to the main entrance to the Project Site in a manner such that it is ordinarily visible to any person using such entrance. The sign board shall prominently display the following text in black upper-case letters on a white/yellow background:

“This Property belongs to Tribal Welfare Commissioner, Government of Jharkhand and has been handed over to M/sfor Operation, Maintenance and Management of Eklavya Model Residential School, Ashram Residential School & ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School from(COD) to (Insert the Expiry Date)”.

The Concessionaire shall ensure that the sign board is maintained in good condition throughout the Concession Periods

ARTICLE 5: OBLIGATIONS OF THE AUTHORITY

5.1 Obligations of the Authority

5.1.1 In addition to its other obligations set out elsewhere in this Concession Agreement, the Authority shall, at its own cost and expense undertake, comply with and perform with the following obligations:

5.2 Obligations related to Handing over of Project Facility

5.2.1 The Authority shall handover the Project Facility to the Concessionaire free from all encumbrances;

5.2.2 The Authority shall grant in a timely manner all such approvals, permissions and concessions which the Concessionaire may require or is obliged to seek from the Authority under this Agreement, in connection with implementation of the Project and the performance of its obligations.

5.2.3 Facilitate upon request from the Concessionaire for availing utilities such as power, water, sewerage, telecommunications or any other incidental services/ utilities as required.

5.2.4 In case, due to demand and requirement, it warrants the Project Facility/(s) to provide additional services, then in that case additional items as required under such circumstances shall be procured and installed by the Authority in the Project Facility.

5.2.5 The Authority shall carry out following activities in each Project Facility:

- I. Promotion and management of Education Services as envisaged for EMRS/Ashram Residential School/ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School
- II. Major Infrastructural Repairs due to ageing and natural disaster
- III. Any other obligation to be met out by the Authority as prescribed by the Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare and Ministry of Tribal Affairs, Government of India.

5.3 Obligations related to Procurement of School & Hostel Equipment and Furniture

5.3.1 Undertake within two months from signing of Concession Agreement or such later date as may be mutually agreed by Parties, at its own cost the procurement of the School & Hostel equipment and furniture & fixtures such as desk-benches, lab instruments and equipments table, chairs, bed.

5.3.2 The Authority shall handover to the Concessionaire physical possession of the Project Facility in accordance with the provisions of Concession Agreement on as-is-where-is

basis, free from all encumbrances and all School & Hostel equipment and furniture & fixtures on the Effective Date.

5.4 Obligations related to major repair of civil structures and replacement of school & Hostel equipment and furniture

5.4.1 Upon requirement of major structural repairs, water proofing, civil work etc., the Concessionaire shall notify in writing to the Authority regarding the requirement of such repairs; in which case the Authority shall either appoint any government personnel or an Independent Expert to verify whether there is actually any requirement of repairs as conveyed by the Concessionaire.

5.4.2 In case of replacement of school & hostel equipment and furniture in the Project Facility(s);

a) Having regard inter alia to the operational life of the school & hostel equipment & furniture fixtures/fittings as certified by the manufacturer thereof and the degree of its usage for implementation of the Project, the Concessionaire shall (in the event it determines that such school & hostel equipment & furniture fixtures/fittings have run their life cycle/utility and the same is not a case of and/or attributable to non-observance of KPIs [including routine maintenance activities which shall be Concessionaire's obligations] notify in writing (along with relevant applicable details) the Authority shall verify the requirement of replacing such equipment/fixtures/fittings; in which case the Authority may appoint in consultation with the Concessionaire an independent expert (cost whereof shall be borne by the Authority) from the relevant industry to verify whether the actual operation condition of such school & hostel equipment & furniture fixtures/fittings corroborates on ground the requirement of replacement as conveyed by the Concessionaire.

5.4.3 In the event Authority/ any such independent expert found that such replacement is due to the running out of the life cycles of the respective equipment and not due to the non-observance of KPIs, then Authority shall undertake the replacement thereof as per their original manufacturer. However, if the appointed government personnel or independent expert certifies that such replacement is due to the mishandling or lack of maintenance, the cost of all such replacements shall be borne by the Concessionaire.

5.5 Other Obligations

5.5.1 The Authority shall:

a. Upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less

- favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent facilities/utilities;
- b. Assist the Concessionaire in obtaining police assistance, upon payment of prescribed costs and charges, if any, for traffic regulation, patrolling and provision of security on the Project Site/ Project Facility and implementing this Agreement in accordance with the provisions hereof;
 - c. Observe and comply with all its obligations set forth in this Agreement.

ARTICLE 6: PROJECT MONITORING COMMITTEE

6.1 The Authority, shall set up a Project monitoring Committee to periodically monitor the Project.

6.2 The expert Committee would be chaired by the Tribal Welfare Commissioner, Jharkhand

6.3 The other members of the Committee would be as under: No. of
Members

- | | | |
|---|---|---|
| a. Nominees of the Authority (to be decided by the Authority)
Members | - | 2 |
| b. Representative of Concessionaire (to be decided by the Authority)
Members | - | 3 |
| c. Representative of other departments, as required | | |
| d. Any technical expert, as required | | |
| e. Representative of the Department of Scheduled Tribe, Schedule Caste, Minority
& Backward Class Welfare, GoJ -1 Member | | |

6.4 The roles & responsibilities of Committee is as under:

1. Finalize cost norm of food per student and menu including the caloric value of food for effective mess management in the school.
2. Finalize the parameters of health checkup of students.
3. Assess the requirement of major repairs and replacements.
4. Quarterly performance review of the School keeping in view the Key Performance Indicators as mentioned in Schedule 2 of this Agreement.
5. Conduct annual performance assessment of the Concessionaire as per the provisions under Schedule 5 of this Agreement
6. Any other matter necessary in the interest of the project

6.5 The Project Monitoring Committee shall meet quarterly once (within 15 days of end of quarter) to review the Project. The Annual Concession Fee shall be based on the achievement of the KPIs. In case of non-achievement of any KPI, the penalty as mentioned under Schedule 2, Shall be deducted, from the amount of Annual Concession Fee payable.

6.6 No Remuneration shall be paid to the members of the Project Monitoring Committee.

ARTICLE 7: ANNUAL CONCESSION FEE

7.1 Annual Concession Fee

In consideration of the Concessionaire performing its obligations in accordance with and subject to terms hereof, Authority shall (subject to terms hereof) pay (commencing from COD) to the Concessionaire the annual concession fee (the “**Annual Concession Fee**”) on the basis and manner outlined below:

- a) The Maximum Annual Concession Fee payable for one year (i.e., time period of twelve consecutive months commencing from Commercial Operation Date) of the Concession Period shall be based on the number of students enrolled in school and as per Letter vide no F. No-17011/02/2018- Grants (Pt. I), Ministry of Tribal Affairs, EMRS division, GoI, dated 17th March 2020. The amount to be retained by Government of Jharkhand or Government of India shall be deducted.
- b) In case of Ashram Residential School/ ST Primary Residential School/SC Primary Residential School/PVTG Primary Residential School, the Authority shall pay Annual Concession Fee of the concession period based on the number of students enrolled in the school, as mentioned in Schedule 4, based on guideline of Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, GoJ.
- c) The Authority shall pay to the Concessionaire, Annual Concession Fee in equated half yearly installments, each such equated half yearly installment being payable within 60 (sixty) days from the expiry of the relevant half yearly (the “**Due Date of Payment of Annual Concession Fee**”).
- d) The Authority shall be empowered to determine separately the salary component and non-salary component out of the annual concession fees payable. The head wise break up of both components shall be subject to verification by the Authority.
- e) In case of any structural damage of the project facility caused by the Concessionaire, the Authority reserves the right to recover the compensation from the Concessionaire’s Annual Concession Fee.

ARTICLE 8: LEVY AND COLLECTION OF FEES CHARGES AND OTHER CHARGES

8.1 Fees Charges

The Concessionaire shall not be entitled to levy, collect, retain and/or appropriate any money from the students of the Project Facility; and this shall constitute essential condition of the Agreement any breach whereof shall entitle the Authority to terminate the Agreement.

The grant/funding under various schemes of GoJ/Gol other than as provided by the Authority shall not be permitted for the Concessionaire without prior permission from Authority.

8.2 Advertisement/Hoarding Charges

The Concessionaire shall not permit/allow advertisement/hoarding or other commercial activity in the Project Site/Project Facility without previous permission of the Authority.

8.3 Biometric Attendance System

The Concessionaire shall install a central electronic infrastructure which would include the recording and uploading biometric based attendance system for all Teaching & Non-Teaching staff and students and ensure that staff members and students are marking their attendance every day at the time of beginning and end of the school hours. The data from such centrally functional electronic data center (including biometric system) shall be available on MIS/ system so that the same could be accessed by the Government/Authority at its discretion.

ARTICLE 9: FORCE MAJEURE AND CHANGE IN LAW

9.1 Force Majeure

9.1.1 As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any Event, if it affects the performance by the Concessionaire claiming the benefit of Force Majeure (the “**Affected Party**”) to perform its obligations under this Agreement and which

- 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.

9.2.1 Event shall mean one or more of the following acts or events:

- a. 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 and/or the, operation and maintenance of the Project Facility (s) for a continuous period of 24 (twenty four) hours and an aggregate period, exceeding 30 (thirty) days in a financial year;
- b. Lockdown on account of any Pandemic or other events/curfew by any order of District Administration, Government of Jharkhand or Government of India interrupting supplies and services and/or the, operation and maintenance of the Project Facility (s) for a continuous period of 24 (twenty four) hours and an aggregate period, exceeding 30 (thirty) days in a financial year;
- c. Any judgement 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 GoJ;
- d. The discovery of geological conditions, toxic contamination or archaeological remains on the premises of the Project Facility(s) that could not reasonably have been expected to be discovered through inspection;
- e. 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 which prevents operation of the

Project Facility(s) by the Concessionaire for period exceeding a continuous period of 30 (thirty) days in a financial year.

- f. compulsory acquisition in national interest or expropriation of the Project Site assets, if any created by the Concessionaire under the Project or rights of the Concessionaire;
- g. unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, concession, permit, Concession, no objection certificate, consent, approval or exemption required by the Concessionaire to perform their respective obligations under this Concession Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, concession, Concession, no objection certificate, exemption, consent, approval or permit; or
- h. any event or circumstance of a nature analogous to any of the foregoing.

9.3 Notifying Force Majeure Event: The Authority shall reserve the right to acknowledge and notify Force Majeure Event with the consent of the Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, GoJ which affects the performance of the Concessionaire claiming the benefit of Force Majeure to discharge its obligations under this Agreement.

9.4 Duty to report Force Majeure Event

9.4.1 Upon occurrence of a Force Majeure Event, as mentioned above, 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 with evidence in support thereof;
- b. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations 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.

- 9.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not 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.
- 9.5.3 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, and such other information as the other Party may reasonably request the Affected Party to provide.

9.6 Effect of Force Majeure Event on the Concession

- 9.6.1 The Concessionaire shall be eligible for extensions as provided hereunder only on the occurrence of Force Majeure Events, with respect to the Project.
- a. at any time after the Effective Date, if any Force Majeure Event occurs:
- I. after COD, whereupon the Concessionaire is unable to operate and maintain the Project Facility(s) in terms of the Concession Agreement despite making best efforts, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was unable to perform its obligation under the Agreement.
- 9.6.2 Save and except as expressly provided in this Article 9, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.
- 9.6.3 Notwithstanding anything contained in this Article 9, in the event Force Majeure Event subsists for a continuous period of 180 days, Authority shall be entitled to terminate this Agreement in which case the Authority shall pay to the Concessionaire the pro-rata Annual Concession Fee payable for the period during which Concessionaire has carried out its obligations in compliance with the Concession Agreement, in terms hereof until date of such termination.

ARTICLE 10: EVENTS OF DEFAULT

10.1 The Authority Event of Default

10.1.1 Each of the following events or circumstances, to the extent not caused by a default of the Concessionaire or Force Majeure, shall be considered for the purposes of this Concession Agreement as events of default of the Authority (the “**Authority Event of Default**”) which, if not cured within the time period permitted, if any, shall provide the Concessionaire with the right to terminate this Concession Agreement in accordance with Article 10 hereof:

- a) A Material Breach by the Authority of its obligations under this Concession Agreement which is not remedied within 90 days from the date (or such later date as parties may mutually agree,) of receipt of written notice from the Concessionaire specifying such breach and requiring the Authority to remedy the same;

10.2 Concessionaire Event of Default

10.2.1 Each of the following events or circumstances, to the extent not caused by a default of the Authority or Force Majeure, shall be considered for the purposes of this Concession Agreement as Events of Default of the Concessionaire (the “**Concessionaire Event of Default**”) which, if not cured within 90 days of notice as issued by the Authority, if any, shall provide the GoJ, with the right to terminate this Concession Agreement:

- a. A Material Breach of its obligations under the Concession Agreement which has a Materially Adversely Effect on the Authority or the Project and such breach is not remedied within 90 days of notice as issued by the Authority of specifying such breach and requiring the Concessionaire to remedy the same. The issues of whether “Breach of obligation” is “Material Breach of obligation” shall be decided by the Authority.
- b. Any actions or omissions attributable to Concessionaire, including delay on the part of the Concessionaire to discharge any of its obligations, that has a Material Adverse Effect on the implementation of the Project;
- c. Dissolution of the Concessionaire pursuant to Applicable Law, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all the obligations of the Concessionaire under this Concession Agreement and provided further that such resulting entity expressly assumes all such obligations;
- d. Declaration of insolvency or the appointment of a liquidator in a proceeding for dissolution of the Concessionaire after lawful notification and due hearing, which declaration or appointment has not been set aside within 60 (Sixty) days thereof;
- e. Abandonment of the Project by the Concessionaire;

- f. If there is a change in the rights of ownership of the Concessionaire or in the powers of any trustee/member of the governing body/ management to direct the management or the policies of the Concessionaire where such change would be reasonably likely to have a Material Adverse Effect on the ability of the Concessionaire to comply in all material respects with its obligation under this Concession Agreement;
- g. Concessionaire creates or permits to subsist any Encumbrance, or otherwise transfers or disposes of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party.
- h. If the Concessionaire leases, sub-concessions, encumbers, sells/transfer any part or whole of the Project Site/Project Facility to any person in any form or under any arrangement, device or method
- i. Such other events which have been specifically set out in this Agreement as Concessionaire Event of Default.

10.3.1 Termination of Concession Agreement by Authority

- a. Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, the Authority may immediately terminate this Agreement by issue of Termination Notice.
- b. If the Authority decides to terminate this Agreement, it shall in the first instance issue Notice of intention to terminate to the Concessionaire. Within 30 days of receipt of the Notice of intention to terminate, the Concessionaire shall submit to the Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice,
- c. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefor, the Concessionaire shall have further period of 60 days ("Cure Period") to remedy/cure the underlying Even to if Default. If, however the Concessionaire fails to remedy/ cure the underlying Even to if Default within such further period allowed, the Authority shall be entitled to terminate this Agreement, by issue of Termination Notice.
- d. In addition to the afore-mentioned points pertaining to 'Termination for Concessionaire Event of Default', the Authority reserves the right to terminate this Agreement without citing any reason. A termination notice of 30 days shall be issued by the Authority to Concessionaire on account of termination of this agreement. In this context, the Concessionaire shall ensure to handover the School Project/Facility to the Authority or its representatives, as assigned and accordingly performance guarantee shall be refunded.

10.3.2 Termination of Concession Agreement by Concessionaire

- a. Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of the Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- b. If the Concessionaire decides to terminate this Agreement, it shall in the first instance issue Notice of intention to terminate to the Authority. Within 30 days of receipt of Notice of intention to terminate, the Authority shall forward to the Concessionaire its proposal to remedy/cure the underlying Event of Default (the “the Authority Proposal to Rectify”). In case of non-submission of the Authority Proposal to Rectify within the period stipulated above, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- c. If the Authority Proposal to Rectify is forwarded to the Concessionaire within the period stipulated there for, the Authority shall have further period of 60 days to remedy/cure the underlying Event of Default. If, however the Authority fails to remedy/cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- d. In addition to the afore-mentioned points of pertaining to ‘Termination for Authority Event of Default’, the Concessionaire may terminate this Agreement without citing any reason. A termination notice of 30 days shall be submitted by the Concessionaire to the Authority on account of termination of this agreement. In this context, the Concessionaire shall ensure to handover the School Project/Facility to the Authority or its representatives, as assigned and accordingly performance security shall be forfeited.

10.3.3 Termination Notice

If a Party, having become entitled to do so, decide to terminate this Agreement, it shall issue Termination Notice setting out:

- a. In sufficient detail the underlying Event of Default;
- b. The Termination Date which shall be a date occurring not earlier than seven days from the date of Termination Notice;
- c. The estimated termination payment including the details of computation thereof; and,
- d. Any other relevant information.

10.3.4 Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all

such steps as may be necessary or required to ensure that:

- a. Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- b. The termination payment, if any, payable by the Authority in accordance with the terms hereof is paid to the Concessionaire on the Termination Date and
- c. The Project Facility is handed back to the Authority by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to the Authority

10.3.5 Termination Payments

- a. In case of termination of the Concession Agreement on account of Authority Event of Default, the Concessionaire, shall forthwith transfer and hand over the peaceful possession of the Project Facility, together with Project Site and all movable & immovable assets created by the Authority to the Authority without any Encumbrances, charge or lien. In such circumstances, the Authority shall, provided there are no outstanding claims of the Authority on the Concessionaire, pay to the Concessionaire by way of termination payments the following within 180 days of the transfer date:
 1. Pro-rata amount of Annual Concession Fee payable until date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement,
 2. Reimbursable Amount for which the invoice & supporting documents have been submitted by the Concessionaire until the date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement. Such payment shall be made by Authority upon verification of the supporting documents.
 3. Performance Security shall be returned
- b. Upon Termination of this Agreement on account of Concessionaire Event of Default, the Concessionaire, shall forthwith transfer and hand over the peaceful possession of the Project Facility, together with Project Site and all movable & immovable assets created by the Authority to the Authority without any Encumbrances, charge or lien. In such circumstances, the Authority shall, provided there are no outstanding claims of the Authority on the Concessionaire, pay to the Concessionaire by way of termination payments the following within 180 days of the transfer date:
 1. Pro-rata amount of Annual Concession Fee payable until date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement

2. Reimbursable Amount for which the invoice & supporting documents have been submitted by the Concessionaire until the date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement. Such payment shall be made by Authority upon verification of the supporting documents.
3. Performance Security shall be forfeited

10.3.6 Rights of the Authority on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, the Authority shall upon making (subject to terms hereof) the Termination Payment, if any, to the Concessionaire have the power and authority to:
 - I. enter upon and take possession and control of the Project Site/Project Facility forthwith and in case of any structural damage of the project facility caused by the Concessionaire, the Authority reserves the right to recover the compensation from the Concessionaire.
 - II. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/dealing with the Project Site/Project Facility
- b. Notwithstanding anything contained in this Agreement, the Authority shall not as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project ,and the hand back of the Project Facility by the Concessionaire to the Authority shall be free from any such obligation.

10.3.7 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 11: TERMINATION OR EXPIRY OF AGREEMENT

- 11.1 Upon Termination or expiry of the Agreement (the “**Transfer Date**”), the possession of the Project Site and Project Facility along with all the movable & immovable assets shall revert to the Authority or its nominee, free and clear of any charges, liens and Encumbrances created or suffered by the Concessionaire.
- 11.2 The Concessionaire or its nominee(s) or sub-contractor or sub-concessionaire, and or persons claiming through or under them, as the case may be, shall cease to conduct all activities within the Project Site from the Transfer Date.
- 11.3 The Concessionaire shall hand over to the Authority or its nominated agency all documents including the teaching curriculum if any, documents, and records relating to the students, staff enrolment, admission made and such other information relating to the Project and the Project Facility.
- 11.4 To the extent possible the Concessionaire shall assign to the Authority or its nominated agency at the time of handover/transfer all unexpired guarantees and warranties by sub-contractors and suppliers and all insurance policies, if any, in respect of the Project Facility and assets.
- 11.5 On the Transfer Date, the Project Facility shall be in fair condition/Good Working Condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- 11.6 The Concessionaire shall at its cost remove from the Project Site all such moveable assets which are not taken over by or transferred to the Authority or its nominated agency. In the event the Concessionaire fails to remove such objects within the stipulated time, the Authority or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Concessionaire notice of its intention to do so to a suitable location for safe storage. The Concessionaire shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.
- 11.7 The personnel of the Concessionaire shall continue to be the employees of the Concessionaire and reverting to the Project Facility/Premises shall not in any manner affect their status as employees of the Concessionaire and they shall have no claim to any type of employment or compensation from the Authority.
- 11.8 Till the time the possession of the Project Facility reverts to the Authority, all risks shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project Facility, unless the loss or damage is due to an act or omission of the Authority in contravention of its obligations under this Concession Agreement.

- 11.9 The handover of the Project Facility and the Project Site along with all the movable & immovable assets shall be deemed to be a termination of concession rights granted to the Concessionaire in relation to the Project Site and the Project Facility.
- 11.10 Pursuant to the reverting to the possession of the Project Facility to the Authority, the obligations and the rights of the Concessionaire under this Concession Agreement shall terminate vis-à-vis the Authority, and the Concessionaire shall no longer act in its capacity as Concessionaire in relation or pursuant to this Concession Agreement.

ARTICLE 12: LIABILITY AND INDEMNIFICATION

12.1 Liability to Third Parties

- 12.1.1 A Party shall promptly inform the other Party of any claims or proceedings or anticipated claims or proceedings against the other Party in respect of which the other Party is entitled to be indemnified under this Article 12.
- 12.1.2 As soon as a Party becomes aware of the same. Each Party shall give reasonable assistance to the other in defending such claims and the Party giving such assistance shall be entitled to be indemnified to the extent of the costs incurred by it in this regard;
- 12.1.3 None of the Parties shall permit any claim or proceedings referred to be settled without the prior written consent of the other Party;
- 12.1.4 The Authority shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Concessionaire for the Project Facility during the Concession Period and for the Concessionaire's contracts with third Parties.

12.2 Indemnification

- 12.2.1 The Concessionaire shall indemnify, defend and hold harmless the Authority during and after the term of this Concession Agreement from and against all liabilities, damages, losses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered by the Authority or any Third Party as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Concession Agreement and failure to perform obligations hereunder of or by the Concessionaire and its employees, agents, representatives and Contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of the Authority.

12.3 Risk and Liability

- 12.3.1 Except as expressly provided in the Concession Agreement, the Concessionaire shall carry out and perform its rights and obligations under the Concession Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to the Concession Agreement.

ARTICLE 13: TRANSFER OF PROJECT

13.1 Scope of Transfer

- 13.1.1 The Concessionaire shall at the end of the Concession Period or earlier termination of the Concession Agreement, as the case may be, forthwith and in any case not later than 60 days from expiry or earlier termination of the Agreement, hand over to the Authority or any other entity as directed by Authority , Project Site, Project Facility and all other Assets created/installed during the Concession Period by the Authority, free and clear of any liability, charge, lien, Encumbrances along with all of the Concessionaire's right, title and interest in the assets constructed/installed free of cost on the Project Site. The Concessionaire shall also deliver to the Authority on such date operating manuals if any, plans, design drawings and other information as may reasonably be required by the Authority to enable it to continue the operation of the Project Facility;
- 13.1.2 All project agreements of the Concessionaire shall specify the Transfer Date & its corresponding effect. Failure to specify the Transfer Date & its corresponding effect in the project agreements shall not adversely affect the Authority and the Concessionaire shall be solely responsible for handover of the Project Facility along with Project Site and Assets on the Transfer Date at its own risk & cost.

13.2 Right of the Authority to choose Insurance and Contractor Warranties

- 13.2.1 The Authority shall on the Transfer Date have the right to choose and retain all or any of the unexpired Insurance Policies, contractor warranties, if available, in relation to the Project Facility. The Concessionaire shall ensure that any rights which are to be so assigned are capable of assignment and such assignment has been approved under the terms of the relevant contract by the counterparty to the Concessionaire.

13.3 Assignment of Contracts

- 13.3.1 The Authority may, in its sole and absolute discretion, have the right to choose and retain on the Transfer Date all or any of the contracts, equipment maintenance contracts, supply contracts and all other contracts except project agreements with the Staff entered into by the Concessionaire and subsisting as on the Transfer Date;

13.4 Condition of the Facility upon Transfer

- 13.4.1 On the Transfer Date the Project Facility shall be in fair, usable/habitable and in a state of good working conditions as per Good Industry Practices, subject to normal wear and tear, having regard for the nature, construction and life span of the asset.

13.5 Passing of Risk

13.5.1 Until the Transfer Date, all risks shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project Facility, Project Site during the Concession Period. On and from the Transfer Date all risks except risks arising out of project agreements, if any, in relation to the transferred Project Facility and Project Site created by the Concessionaire during the Concession Period shall be deemed to have been transferred to and lie with the Authority.

13.6 Transfer Costs

13.6.1 The Concessionaire shall transfer the possession of Project Site, Project Facility to the Authority free from any charge, Encumbrance, liability or obligation in terms of this Concession Agreement, through appropriate legal document executed in respect thereof, if any;

13.6.2 The Concessionaire shall be responsible for the costs and expenses with the transfer of the possession of the Project Facility and Project Site. The Concessionaire hereby undertakes to indemnify the Authority against any liability arising out of any statutory liability till the Transfer Date that may be sought to be or is imposed on a later date on the Authority by any statutory authorities, in relation to the Project Facility and the assets there under.

13.7 Handing Over Procedure

13.7.1 Two months prior to the expiry of the Concession Period the Authority and the Concessionaire shall meet and agree by mutual consensus on detailed procedures for the handing over of the possession of the Project Facility along with the Project Site. In the event the handing over of the possession of Project Facility, the Parties shall meet to agree on such procedures as soon as possible and in any event within 3 (three) days of either Party giving notice to the other Party requesting such meeting. At the time of such meeting, the Concessionaire shall submit a detailed list of the infrastructure, equipment created by the Authority to be handed over to the Authority in terms hereof and the names of its representatives in charge of such transfer, and the Authority shall inform the Concessionaire of the identity of its representatives in charge of the handing over procedure;

13.7.2 During the two-month period prior to the handing over of the Project Facility at the expiry of the Concession period, the Concessionaire shall provide such training services to the representatives and employees of the Authority as may be reasonably necessary for them to operate and maintain the Project Facility efficiently and safely following such transfer;

13.7.3 Notwithstanding anything contained in this Concession Agreement, in the event the Parties do not go through the transfer procedure, the Authority shall suo moto enter the Project

Site and take possession of the Project Facility and assets created by the Authority on the Project Site.

13.8 Effect of Transfer

13.8.1 On the Transfer Date the Concessionaire shall hand over peaceful possession, of the Project Facility, Project Site to the Authority and the Concessionaire, its Contractors, sub-contractors, agents, employees appointed by the Concessionaire shall vacate the Project Facility and the Project Site, Assets if any;

13.8.2 From the Transfer Date, the obligations and the rights of the Concessionaire under this Concession Agreement shall terminate vis-à-vis the Authority and the Authority shall take over the Project Facility and its operation and maintenance and any other rights or obligations arising out of this Concession Agreement which either expressly or implicitly survive termination of this Concession Agreement.

ARTICLE 14: PERFORMANCE SECURITY

14.1 Performance Security

14.1.1 In case of Residential School, for which the school & hostel equipment and furniture is handed over to the Concessionaire, the Concessionaire shall submit a performance security in the form of a bank guarantee in favour of “Tribal Welfare Commissioner” which shall be valid till completion of Project (the “**Project Performance Security**”). The details of the performance security is as follows:

- i. Eklavya Model Residential School: Rs. 10.00 Lakh (Rupees Ten Lakh only)
- ii. Ashram Model Residential School: Rs. 3.00 Lakh (Rupees Three Lakh only)
- iii. ST/SC/PVTG Primary Residential School: Rs. 1.00 Lakh (Rupees One Lakh only)

The performance security shall be deposited by the Concessionaire to the Authority within 15 days of signing of Concession Agreement. Upon receipt of performance security, the Authority shall hand over of project facility, school & hostel equipment and furniture and this shall be a pre-condition for handing over of school & hostel equipment and furniture by Authority.

14.1.2 The validity of the Performance Security for the first year will be for a period of 15 months from the date of submission and shall be renewed for each successive financial year before 3 months of its expiring, if the concession agreement is renewed.

14.1.4 The Concessionaire shall provide Performance Security every year, if the concession agreement is extended beyond 31/03/2022.

14.1.5 The Performance Security of a particular year will be returned to the Concessionaire only after the submission of Project Performance Security for the next year.

14.1.6 In case of the last year, the Performance Security shall be returned to the Concessionaire within 1 month of the successful expiry of the Concession Period.

14.1.7 Appropriation of Performance Security

14.2.1 In case of termination of Concession Agreement on account of Concessionaire’s Default, the performance security shall be forfeited

14.2.2. If the Concessionaire submits its intention to terminate this Agreement without citing any reason and serve a notice of 30 days to the Authority, the Concessionaire shall ensure to handover the School Project/Facility to the Authority or its representatives, as assigned and accordingly performance security shall be forfeited.

ARTICLE 15: DISPUTE RESOLUTION

15.1 Amicable Settlement

15.1.1 In the event that any dispute, controversy or claim arises among the Parties in connection with or under this Concession Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, the Authority and the Concessionaire shall constitute a consultation committee consisting of one senior representative appointed by each Party and one representative, not below the rank of Joint Secretary to be nominated by Secretary, Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Government of Jharkhand. Such consultation panel shall endeavor to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives in the consultation committee. The decision of the consultation committee shall be binding upon the Parties. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultation committee. The consultation panel shall be situated at Ranchi.

15.2 Performance during Dispute Resolution

15.2.1 Pending the submission of a dispute, controversy or claim to the consultation panel, and thereafter until the final decision of the consultation panel, as the case may be, the Parties shall continue to perform all of their obligations under this Concession Agreement, without prejudice to a final adjustment in accordance with such decision. Further, this Concession Agreement shall remain subsisting and operative during the consultation or adjudication proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

ARTICLE 16: APPOINTMENT AND QUALIFICATIONS NORMS OF TEACHING AND NON-TEACHING STAFF

16.1 Appointment and Qualification norms of Staff Members

- 16.1.1 Concessionaire shall appoint teaching and non-teaching staff with prior permission from the Authority as prescribed in Schedule 1 of this Agreement (hereinafter 'Minimum Mandatory Standards including Qualification norms for Teaching and Non-Teaching Staff prescribed by Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, Government of Jharkhand and EMRS, Ministry of Tribal Affairs, GoI). However, if the Board of Affiliation requires appointment of additional teaching / non-teaching staff, the Concessionaire shall appoint additional staff to meet the requirements of the standard prescribed by the Board of Affiliation. Provided that, the appointment of teachers, shall not be below the Minimum Mandatory Standards including Qualification norms for Teaching and Non-Teaching Staff prescribed by Department of Scheduled Tribe, Schedule Caste, Minority and Backward Welfare, GoJ and EMRS, Ministry of Tribal Affairs, GoI prescribed in Schedule 1 of this Agreement.
- 16.1.2 Concessionaire may appoint teaching and non-teaching staff having qualification & experience more than the Minimum Mandatory Standards including Qualification norms for Teaching and Non-Teaching Staff prescribed by Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, Government of Jharkhand and EMRS, Ministry of Tribal Affairs, GoI prescribed at his own discretion.
- 16.1.3 The Concessionaire shall have autonomy in all internal operational decisions including teacher selection, retention, salaries, subject to strict adherence to the norms of the Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, GoJ and EMRS, Ministry of Tribal Affairs, GoI.
- 16.1.4 The Government of Jharkhand will not have any liability towards staff appointed by the Concessionaire. For avoidance of doubt, it is expressly agreed that teachers and staff shall be the employees of the Concessionaire and under no circumstances shall be accepted as government employees nor shall have any rights to regularization against any government posts, during and after the Concession Period.
- 16.1.5 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/ or controlled entities/ enterprises, (the "Authority Indemnified Persons") against any all suits, proceedings, actions, demands and claims from any staff appointed by the Concessionaire for any loss, damage, cost, expense of whatever kind and nature. For avoidance of doubt, it is expressly agreed that the Concessionaire shall indemnify,

defend, save and hold harmless the Authority against any/ all writ petitions, representations and proceedings for regularization against any government posts, during and after the Concession Period.

16.1.6 Any appointment by the Concessionaire for providing of any services teaching or otherwise shall expressly set out the above conditions.

ARTICLE 17: TRAINING OF TEACHERS

17.1 Training of Teachers

17.1.1 The Concessionaire shall at all times ensure the training of all teachers in accordance with directions of the Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, GoJ, directions of the Board of Affiliation and Quality Education Practices.

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

17.2 Attendance of Staff

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

17.2.2 In case of non-availability of electricity connection / internet services, exceptions may be made by the Authority on case-to-case basis, on receipt of written request from the Concessionaire.

17.3 Penalties

17.3.1 In the event of violation of any provisions, after the Actual Commencement Date, at the time of any Inspection or as per any Assessment or otherwise, the Authority shall recover penalty as per Schedule 2 (Key Performance Indicator)

ARTICLE 18: ADMISSION PROCEDURE

18.1 ADMISSION PROCEDURE

18.1.1 Admission to these schools will be through an appropriate method as per transparent objective criteria to be decided by the TWC or Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, Government of Jharkhand.

18.1.2 The list of such students for admission shall be provided by the Authority / Govt of India which shall be duly complied by the Concessionaire.

18.1.3 The total maximum sanctioned strength of a school are as follows:

A) Eklavya Model Residential School

- a. The total maximum sanctioned strength of a school shall be 480 students.
- b. At the Upper Primary and Secondary level i.e. from class VI to X, every class will have maximum 60 students in 2 sections of 30 students each
- c. At the Senior Secondary level (class XI & XII), there will be three sections per class for the three streams in Science, Commerce & Humanities. The maximum sanctioned strength of each section should be 30 students. In case of short fall in a section, ST students from other schools may be admitted as per procedure mentioned above.

B) Ashram Residential School: The total maximum sanctioned strength of a school shall be 200 students.

C) PVTG Primary Residential School: 100 students per school (Class I-V)

D) ST Primary Residential School: 60 students per school (Class I-V)

E) SC Primary Residential School: 60 students per school (Class I-V)

18.1.6 Vacant seats in existing schools shall be filled up on priority by conducting special drives by the Authority.

ARTICLE 19: MEASURES FOR HOLISTIC DEVELOPMENT OF STUDENTS

19.1 HOLISTIC DEVELOPMENT OF STUDENTS

- 19.1.1 The Concessionaire shall lay emphasis on the holistic development of students, and the curriculum of the school shall aim at the all –round development of the Students, build their knowledge, potentiality and talent, and develop their mental and physical abilities to the fullest extent by emphasis not only on scholastic but also on co-scholastic domain such as sports, literary and cultural activities. It shall integrate the dimensions of social, emotional, physical, cognitive and ethical aspects in its curriculum and shall enable the students to acquire life skills and prepare them for citizenship responsibilities and successful careers. The curriculum, including the syllabi, shall be provided to students, parents and teachers and shall also be placed in the school library and on the website, if any.
- 19.1.2 The Concessionaire shall fully integrate the applicable curriculum framework, published by Jharkhand Academic Council/ Central Board of Secondary Education, in all aspects of the curriculum of the school.
- 19.1.3 The Concessionaire shall impart learning to the students through activities, discovery and exploration in a child–centered manner. The focus shall be on the development of creative and critical thinking and on the social and emotional thinking of students.
- 19.1.4 The Concessionaire shall be responsible to integrate extra-curricular activities like sports, music, NCC/Bands, Life-skills etc in the academic calendar and education processes of the school.
- 19.1.5 The Concessionaire shall be responsible to ensure regular health check-up, once in a quarter, of the students enrolled in the school. The Concessionaire shall keep individual health card and track the health status of the students enrolled in the school. The health check-up shall be based on parameters decided by Project Management Committee.
- 19.1.6 At the end of each Academic year, the Concessionaire 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.
- 19.1.7 The school shall follow Board of JAC/ CBSE Affiliation Guidelines and instructions issued from time to time in respect of internal evaluation, periodic inspections and academic audit.

19.2 Assessment of Learning Outcomes

- 19.2.1 The Parties agree that the teaching and learning process is incomplete without an assessment of the learning outcomes which also provide a feedback to the students and teachers about transactions in the classroom. The Assessment of all students shall be undertaken in accordance with the rules/ guidelines/ orders issued from time to time by the competent authority and the Authority.

19.2.2 The Concessionaire shall ensure that the pedagogical practices prescribed by the concerned Board of Affiliation or other competent authorities are followed.

19.3 Board Examination

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

ARTICLE 20: RECOGNIZED AWARDS

- 20.1 Recognized Awards:** The Concessionaire shall regularly encourage and nominate its students for State and National Level Competition, NTSE, Olympiads, Honors/Awards etc recognized by National or State Level Organizations and in the annual National Level Sports & Music Competition organized by GoJ & Gol (the “Recognized Awards”). Such awards shall be evidenced by submission of a copy of appropriate certificate issued by the relevant National/State Level Organization and GoJ/Gol for each student or school, as the case maybe in respect of which a recognized award is being claimed. For the avoidance of doubt, an organization shall be considered as a National level organization if it is affiliated or accredited to an Authority, board, association or society recognized by the central government as a National or inter-state entity or which has been created by central Law, and an organization shall be considered as a state level organization if it is affiliated or accredited to an Authority, board, association or society recognized by the UT Administration or which has been created under a State law.
- 20.2 The Concessionaire shall at all times maintain a record of the Recognized Awards won by the Students and submit the same to the Authority at the end of each Academic Year.

ARTICLE 21: DISCLAIMER

21.1 Disclaimer

- 21.1.1 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 Scope of the Project, Obligations and other terms and conditions of the agreement and all information provided by the Authority towards management of schools and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 21.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, its Associates or any person claiming through or under any of them.
- 21.1.3 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 risks or the consequences thereto.

ARTICLE 22: MISCELLANEOUS

22.1 Severance of Terms

22.1.1 Whenever possible, each provision of this Concession Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Concession Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Concession Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

22.2 Language

22.2.1 All notices, certificates, correspondence or other communications under or in connection with this Concession Agreement shall be in Hindi/English.

22.3 Notices

22.4.1 Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post in written form. The service of notice shall be given to the Parties at their respective addresses set forth below:

Concessionaire:,
.....
.....

Authority: Tribal Welfare Commissioner,
Department of Scheduled Tribe, Scheduled Caste, Minority
and Backward Class Welfare
Government of Jharkhand
Project Building, Dhurwa, Ranchi – 834 004
Email: tw-com-jhr@nic.in
Phone No.

Or such other address as may be notified by that Party to any other Party from time to time and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Parties in writing prior to the adoption thereof.

22.5 Governing Law

22.5.1 This Concession Agreement shall be governed by and construed in accordance with the Laws of India.

22.6 Original Document

22.6.1 This Concession Agreement is made in two original copies, each having the same contents and the Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

22.7 Relationship

22.7.1 Nothing in this Concession Agreement shall constitute or be deemed to constitute a partnership between the Parties or confer on any Party any authority to bind the other or to contract in the name of the other or to incur any liability or obligation on behalf of the other or make or deem to be the agent of the other in any way.

22.8 Survival

22.8.1 The provision relating to liability and indemnification, intellectual property and confidentiality and dispute resolution contained in this Concession Agreement shall survive the termination or expiry of this Concession Agreement.

22.9 Authorized Representative

22.9.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Concession Agreement may be taken or executed

- a. By the Authority on behalf of the Department of Scheduled Tribe, Schedule Caste, Minority and Backward Class Welfare, Government of Jharkhand
- b. on behalf of the Concessionaire by the authorized representative

22.9.2 Each Party hereto undertakes and agrees that in case of replacement of its authorized representative, it shall notify the other Party hereinabove of its name and title at least five days prior to his taking office. In the event of default of this undertaking, all the notices, instructions, correspondences, received from or addressed to the last recorded authorized representative shall be deemed valid for all purposes.

22.10 Waiver

22.10.1 The failure of any Party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any other terms of the Agreement.

22.11 Others

22.11.1 Prior to executing this Concession Agreement, the Concessionaire has conducted a due diligence to its satisfaction in respect of the Authority, contractual structure for implementing the Project, technical and financial feasibility of the Project, the

Applicable Laws, applicable taxes levied and payable during the term of this Agreement, in respect of the Project Site and/or Project Assets to any Government authority and Applicable Permits and all matters concerning or related to the Project. The Concessionaire is entering into this Concession Agreement on the basis of its own satisfaction based on its due diligence.

IN WITNESS WHERE OF this Concession Agreement has been executed by the duly authorized representatives of the Parties here to on the day and year first above written.

SIGNED ON BEHALF OF Department of ST, SC, Minority and Backward Class Welfare, GoJ Tribal Welfare Commissioner Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, Government of Jharkhand Project Building, Dhurwa, Ranchi – 834 004	SIGNED ON BEHALF OF CONCESSIONAIRE
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In the presence of

Witness:

1.

2.

Witness

1.

2.

SCHEDULE 1 - A: MANPOWER TO BE DEPLOYED IN EKLAVYA MODEL RESIDENTIAL SCHOOL (EMRS)

SI No	Category / Position	Number of Staff			Minimum Qualification & Experience
		Institution having all classes (VI-XII)	Institution having all classes (VI to X)	Institution having classes (VI & VII)	
Non-Teaching Staff					As per EMRS, Ministry of Tribal Affairs, Gol of India Norms & Standards
1	Librarian	1	1		
2	Music Teacher	1	1	1	
2	ART Teacher	1	1		
4	Physical Education Teacher	2	1	1	
5	Special Educator	1	1		
6	Student Counsellor	2	1		
7	Lab Assistant	3	1		
8	Technical Assistant	1	1		
9	Accountant	1	1	1	
10	Office Superintendent	1	1		
11	Education and Vocational Guidance	2	1		
12	Hostel warden	2	1	1	
13	Caretaker	2	1	1	
14	Senior Secretariat assistant	1			
15	Junior Secretariat assistant	3	1	1	
16	Medical Attendant	2	1		
Sub Total		26	14	6	
Teaching Staff					As per EMRS, Ministry of Tribal Affairs, Gol of India Norms & Standards
1	Principal	1	1	1	
2	Vice Principal	1	1		
3	Post Graduate Teacher (Hindi)	1			
4	Post Graduate Teacher (English)	1			
5	Post Graduate Teacher (Third Language)	1			
6	Post Graduate Teacher (Maths)	1			
7	Post Graduate Teacher (Physics)	1			

8	Post Graduate Teacher (Chemistry)	1			
9	Post Graduate Teacher (Bio)	1			
10	Post Graduate Teacher (Economics)	1			
11	Post Graduate Teacher (Commerce)	1			
12	Post Graduate Teacher (History)	1			
13	Post Graduate Teacher (Geography)	1			
14	Post Graduate Teacher (IT)	1	1		
15	Trained Graduate Teacher (Hindi)	2	1	1	
16	Trained Graduate Teacher (English)	2	1	1	
17	Trained Graduate Teacher (Third Language/ Sanskrit)	2	1	1	
18	Trained Graduate Teacher (Maths)	2	2	1	
19	Trained Graduate Teacher (Science)	2	1		
20	Trained Graduate Teacher (Social Studies)	2	1	1	
Sub Total		26	10	6	
Grand Total		52	24	12	

**As per EMRS,
Ministry of Tribal
Affairs, GoI of India
Norms & Standards**

Note:

- The Concessionaire shall provide all relevant documents including copies of educational certificates, Board registration– School Affiliation and any other documents which authenticate the fulfilment of minimum qualification and experience as per the norms of M/o TA, GoI
- In addition to the above-mentioned manpower, the concessionaire shall also be responsible to hire the services of cook & other staff in adequate number to manage un-interrupted mess services along with quality of food & food hygiene.

SCHEDULE 1 - B: MANPOWER TO BE DEPLOYED IN ASHRAM RESIDENTIAL SCHOOL

SI No	Category/Position	Qualification	Number of Post	
			VI to X	VI & VII
A.	Teaching Staff			
1	Headmaster	Postgraduation with B.Ed.	01	-
2	Trained Graduate Teacher (Hindi)	Graduation in respective subject with B.Ed.	01	01
3	Trained Graduate Teacher (English)		01	01
4	Trained Graduate Teacher (Third Language/Sanskrit)		01	-
5	Trained Graduate Teacher (Maths)		01	01
6	Trained Graduate Teacher (Science)		01	01
7	Trained Graduate Teacher (Social Studies)		01	01
8	Physical Education Teacher	Intermediate with diploma in Sports or medal winner in State/National/ International sports event	01	-
B	Non-Teaching Staff			
1	Head Cook	Matric/Non Matric	01	01
2	Assistant Cook	Matric/Non Matric	02	01
3	Night Guard	Matric/Non Matric	01	01
4	Sweeper	Matric/Non Matric	02	01

Note:

- The Concessionaire shall provide all relevant documents including copies of educational certificates, Board registration– School Affiliation and any other documents which authenticate the fulfilment of minimum qualification and experience as per the norms of Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, GoJ

SCHEDULE 1 - C: MANPOWER TO BE DEPLOYED IN PVTG PRIMARY RESIDENTIAL SCHOOL/ SC PRIMARY RESIDENTIAL SCHOOL/ST PRIMARY RESIDENTIAL SCHOOL

A) PVTG PRIMARY RESIDENTIAL SCHOOL (STRENGTH OF STUDENTS: 100 PER SCHOOL)

S.N.	Name of the Post	Number	Educational Qualification
1	Inter Trained Teacher	05	Intermediate with D.El.Ed.
2	Head Cook	01	Matric/Non Matric
3	Assistant Cook	01	Matric/Non Matric
4	Night Guard	01	Matric/Non Matric
5	Sweeper	02	Matric/Non Matric

B) SC PRIMARY RESIDENTIAL SCHOOL (STRENGTH OF STUDENTS: 60 PER SCHOOL)

S.N.	Name of the Post	Number	Educational Qualification
1	Inter Trained Teacher	04	Intermediate with D.El.Ed.
2	Head Cook	01	Matric/Non Matric
3	Assistant Cook	01	Matric/Non Matric
4	Night Guard	01	Matric/Non Matric
5	Sweeper	01	Matric/Non Matric

C) SC PRIMARY RESIDENTIAL SCHOOL (STRENGTH OF STUDENTS: 60 PER SCHOOL)

S.N.	Name of the Post	Number	Educational Qualification
1	Inter Trained Teacher	04	Intermediate with D.El.Ed.
2	Head Cook	01	Matric/Non Matric
3	Assistant Cook	01	Matric/Non Matric
4	Night Guard	01	Matric/Non Matric
5	Sweeper	01	Matric/Non Matric

Note:

- The Concessionaire shall provide all relevant documents including copies of educational certificates, Board registration– School Affiliation and any other documents which authenticate the fulfilment of minimum qualification and experience as per the norms of Department of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare, GoJ

SCHEDULE 2 - A: KEY PERFORMANCE INDICATORS FOR EMRS

The Concessionaire shall adhere to the KPIs as detailed below:

Availability of manpower: The Concessionaire shall be required to deploy manpower as provided under Schedule1.

If the Concessionaire fails to deploy any of the required manpower as mentioned under Schedule1, then the corresponding salary of such manpower shall be deducted from the Salary Component of the Annual Concession Fee for the period during which such manpower is not deployed.

Format shall be provided to assess the KPIs for making the Payment

- I. **Attendance of Teaching & Non- Teaching Staff:** Following standards should be maintained each quarter throughout the Concession period-

Sl. No	Average Attendance during a Half Yearly (Based on summation of total notified person-days of all applicable teaching & non- teaching staff)	Penalty
1	Less than 90% but more than 80%	Deduct 0.25% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
2	Less than 80% but more than 70%	Deduct 0.5% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
3	Less than 70%	Deduct 0.75% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
4	Less than 60%	Deduct 1% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed

- II. **Attendance of Students:** Following standards should be maintained each quarter throughout the Concession Period:

Sl. No	Average Attendance during a half (Based on summation of total notified person-days of all students)	Penalty
1	Less than 90% but more than 80%	Deduct 0.25% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
2	Less than 80% but more than 70%	Deduct 0.5% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
3	Less than 70%	Deduct 0.75% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
4	Less than 60%	Deduct 1% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed

III. **Continuity of Mess Services:** In the case of discontinuity in the Mess Services reported, even for 1 meal in a day, the Authority shall deduct the full financial provision of meal per student for that particular day.

IV. **Quality** (applicable for the old set of EMRS, this clause shall be applicable for new set of EMRS only when the students of new set of EMRS are eligible to appear in the board examination of Secondary and Higher Secondary School)

A) Board Examination of Secondary School:

Sl. No	Requirement	Penalty
1	Overall result in Secondary School Board Examination should be more than 90%	
	More than 90%	No penalty
	Less than 90% but more than 80%	0.25% of the half yearly Annual Concession Fee payable for

Sl. No	Requirement	Penalty
		the half yearly in which KPI is reviewed
	Less than 80% but more than 70%	0.5% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 70%	0.75% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 60%	1% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed

B) Board Examination of Higher Secondary:

Sl. No	Requirement	Penalty
1	Overall result in Higher Secondary School Board Examination should be more than 90%	
	More than 90%	No penalty
	Less than 90% but more than 80%	0.25% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 80% but more than 70%	0.5% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 70%	0.75% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 60%	1% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed

SCHEDULE 2 - B: KEY PERFORMANCE INDICATORS FOR ASHRAM RESIDENTIAL SCHOOL

The Concessionaire shall adhere to the KPIs as detailed below:

Availability of manpower: The Concessionaire shall be required to deploy manpower as provided under Schedule1.

If the Concessionaire fails to deploy any of the required manpower as mentioned under Schedule1, then the corresponding salary of such manpower shall be deducted from the Salary Component of the Annual Concession Fee for the period during which such manpower is not deployed.

Format shall be provided to assess the KPIs for making the Payment

- I. **Attendance of Teaching & Non- Teaching Staff:** Following standards should be maintained each quarter throughout the Concession period-

Sl. No	Average Attendance during a Half Yearly (Based on summation of total notified person-days of all applicable teaching & non- teaching staff)	Penalty
1	Less than 90% but more than 80%	Deduct 0.25% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
2	Less than 80% but more than 70%	Deduct 0.5% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
3	Less than 70%	Deduct 0.75% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
4	Less than 60%	Deduct 1% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed

- II. **Attendance of Students:** Following standards should be maintained each quarter throughout the Concession Period:

Sl. No	Average Attendance during a half (Based on summation of total notified person-days of all students)	Penalty
1	Less than 90% but more than 80%	Deduct 0.25% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
2	Less than 80% but more than 70%	Deduct 0.5% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
3	Less than 70%	Deduct 0.75% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
4	Less than 60%	Deduct 1% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed

- III. **Continuity of Mess Services:** In the case of discontinuity in the Mess Services reported, even for 1 meal in a day, the Authority shall deduct the full financial provision of meal per student for that particular day.
- IV. **Quality** (applicable for the old set of Ashram Residential School, this clause shall be applicable for new set of Ashram Residential School only when the students of new set of Ashram Residential School are eligible to appear in the board examination of Secondary School)

Sl. No	Requirement	Penalty
1	Overall result in the Secondary School Board Examination should be more than 90%	
	More than 90%	No penalty
	Less than 90% but more than 80%	0.25% of the half yearly Annual Concession Fee payable for

Sl. No	Requirement	Penalty
		the half yearly in which KPI is reviewed
	Less than 80% but more than 70%	0.5% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 70%	0.75% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 60%	1% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed

SCHEDULE 2 - C: KEY PERFORMANCE INDICATORS FOR PVTG PRIMARY RESIDENTIAL SCHOOL/ST PRIMARY RESIDENTIAL SCHOOL/SC PRIMARY RESIDENTIAL SCHOOL

The Concessionaire shall adhere to the KPIs as detailed below:

Availability of manpower: The Concessionaire shall be required to deploy manpower as provided under Schedule1.

If the Concessionaire fails to deploy any of the required manpower as mentioned under Schedule1, then the corresponding salary of such manpower shall be deducted from the Salary Component of the Annual Concession Fee for the period during which such manpower is not deployed.

Format shall be provided to assess the KPIs for making the Payment

- I. **Attendance of Teaching & Non- Teaching Staff:** Following standards should be maintained each quarter throughout the Concession period-

Sl. No	Average Attendance during a Half Yearly (Based on summation of total notified person-days of all applicable teaching & non- teaching staff)	Penalty
1	Less than 90% but more than 80%	Deduct 0.25% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
2	Less than 80% but more than 70%	Deduct 0.5% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
3	Less than 70%	Deduct 0.75% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
4	Less than 60%	Deduct 1% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed

- II. **Attendance of Students:** Following standards should be maintained each quarter throughout the Concession Period:

Sl. No	Average Attendance during a half (Based on summation of total notified person-days of all students)	Penalty
1	Less than 90% but more than 80%	Deduct 0.25% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
2	Less than 80% but more than 70%	Deduct 0.5% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
3	Less than 70%	Deduct 0.75% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed
4	Less than 60%	Deduct 1% of the payable half yearly Concession Fee for the half yearly period in which the KPI is reviewed

III. **Continuity of Mess Services:** In the case of discontinuity in the Mess Services reported, even for 1 meal in a day, the Authority shall deduct the full financial provision of meal per student for that particular day.

IV. **Quality:**

Sl. No	Requirement	Penalty
1	Transition of students from Primary Residential School to EMRS/Ashram Residential school to the tune of more than 90%	
	Less than 90% but more than 80%	0.25% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 80% but more than 70%	0.5% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed

Sl. No	Requirement	Penalty
	Less than 70%	0.75% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed
	Less than 60%	1% of the half yearly Annual Concession Fee payable for the half yearly in which KPI is reviewed

SCHEDULE 3: REPORTING REQUIREMENT

The Concessionaire shall be responsible to develop, maintain & share required data/information on monthly basis / from time-to-time basis with Tribal Welfare Commissioner, Jharkhand in a prescribed / given format by the Authority.

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SCHEDULE 4 - A: ANNUAL CONCESSION FEE FOR EMRS

Annual Concession Fee Payable to the Concessionaire (for 480 Students)

Sl. No	Component	Maximum Permissible Annual Expenditure (Rs. in lakhs)	Remarks
1	Staff Salary	358.00	This includes the salary of 52 regular staff as envisaged in the recruitment rules circulated to States.
2	Direct Expenditure on Students (upto Rs. 22,000 per student)	105.60	Includes expenditure towards Mess Expenditure, Uniform, Text Books, Daily Use Items, Medical Expenses, Bedding Items, CBSE Fees, School Bag etc.
3	Operational Expenditure	25.00	Includes expenses towards: a. Water & Electricity b. Misc. (Postage, Telephone, P.O.L. Office Stationery, Repair of Furniture, Equipment etc.) c. Maintenance of Computer Labs d. Maintenance & Repair of Buildings e. Conduct of Admission Test
4	Expenditure on Academic & Co-Curricular Activities	4.00	Conduct of NCC/Scouts & Guides Activities, Professional Development of Teachers; Setting up of Museum Corner; Introduction of Vocational Courses; Other Activities (Pace setting activity, art & culture workshop, development of resource room, etc.)
5	Administrative expense of State Society (2%)	10.00	2% of the total permissible recurring cost shall be kept towards administrative expense of the State Society
6	Funds for Capital Expenditure (Procurement of Computers, Smart Classes, Major Repairs)	10.00	This amount shall be retained at the NESTS and may be made available to State EMRS Societies based on submission of detailed plan by the State Society. For certain common activities the work may be entrusted to Central Agencies. Funds under this head shall be used for schools which have students till 12th class only and running with full strength.

7	Centralized Activities (2%)	10.00	This amount shall be retained at the NESTS for carrying out central activities including Sports/ Cultural Meet, Capacity Building Programmes etc.
	Total (for 480 Students)	523.00	
	Maximum Per Student Cost per annum	1.09	

Letter vide no F. No-17011/02/2018- Grants (Pt. I), M/o Tribal Affairs, EMRS division, Gol, dated 17th March 2020)

Note:

- i. **Financial Transaction:** The Concessionaire shall ensure compliance to the circulars of Income Tax, Ministry of Finance, Gol and Reserve Bank of India issued time to time for ensuring transparency in the financial transactions.
- ii. The Concessionaire shall be responsible to maintain all relevant books of accounts of the of receipt of Annual Concession Fee & expenditure (head-wise), so as to submit the details to the Authority, if it is asked by the Authority at any given point of time of the Agreement Period.
- iii. The Concessionaire shall submit Utilization Certificate to the Authority by the end of financial Year and the Concessionaire shall also submit Audited Statement by 30th June.

SCHEDULE 4 - B: ANNUAL CONCESSION FEE FOR ASHRAM RESIDENTIAL SCHOL

Provision of Annual Concession Fee Payable to the Concessionaire (for 200 Students): Rs. 42000/- (Rupees Forty two thousand only) per student per annum.

Note:

- i. **Financial Transaction:** The Concessionaire shall ensure compliance to the circulars of Income Tax, Ministry of Finance, Gol and Reserve Bank of India issued time to time for ensuring transparency in the financial transactions.
- ii. The Concessionaire shall be responsible to maintain all relevant books of accounts of the of receipt of Annual Concession Fee & expenditure (head-wise), so as to submit the details to the Authority, if it is asked by the Authority at any given point of time of the Agreement Period.
- iii. The Concessionaire shall submit Utilization Certificate to the Authority by the end of financial Year and the Concessionaire shall also submit Audited Statement by 30th June.

SCHEDULE 4 - C: ANNUAL CONCESSION FEE FOR ST PRIMARY RESIDENTIAL SCHOOL/SC PRIMARY RESIDENTIAL SCHOOL/PVTG PRIMARY RESIDENTIAL SCHOOL

A) PVTG Primary Residential School:	Rs. 32000/- (Rupees Thirty two thousand only) per student per annum
B) ST Primary Residential School:	Rs. 32000/- (Rupees Thirty two thousand only) per student per annum
C) SC Primary Residential School:	Rs. 32000/- (Rupees Thirty two thousand only) per student per annum

Note:

- i. **Financial Transaction:** The Concessionaire shall ensure compliance to the circulars of Income Tax, Ministry of Finance, Gol and Reserve Bank of India issued time to time for ensuring transparency in the financial transactions.
- ii. The Concessionaire shall be responsible to maintain all relevant books of accounts of the of receipt of Annual Concession Fee & expenditure (head-wise), so as to submit the details to the Authority, if it is asked by the Authority at any given point of time of the Agreement Period.
- iii. The Concessionaire shall submit Utilization Certificate to the Authority by the end of financial Year and the Concessionaire shall also submit Audited Statement by 30th June.

SCHEDULE 5 - A: ANNUAL PERFORMANCE ASSESSMENT FOR EMRS AND ASHRAM RESIDENTIAL SCHOOL

The annual performance of the Concessionaire shall be assessed at the end of each year based on the following parameters:

1. Availability of manpower (applicable for both EMRS and Ashram Residential School)

Sl. No.	Parameter	Marks
1.	More than 90%	25
2.	More than 80% but less than 90%	15
3.	Less than 80% but more than 70%	10
4.	Less than 70%	5

2. Attendance of Students (applicable for both EMRS and Ashram Residential School)

Sl. No.	Parameter	Marks
1.	More than 90%	25
2.	More than 80% but less than 90%	15
3.	Less than 80% but more than 70%	10
4.	Less than 70%	5

3. Academic Performance of the Students: Overall Result in the Secondary Board Examinations (applicable for both EMRS and Ashram Residential School)

Sl. No.	Parameter	Marks
1.	Passing percentage is more than 90%	25
2.	Less than 90% but more than 80%	15
3.	Less than 80% but more than 70%	10
4.	Less than 70%	5

4. Academic Performance of the Students: Overall Result in the Higher Secondary Board Examinations (applicable for EMRS only)

Sl. No.	Parameter	Marks
1.	Passing percentage is more than 90%	25

SI. No.	Parameter	Marks
2.	Less than 90% but more than 80%	15
3.	Less than 80% but more than 70%	10
4.	Less than 70%	5

5. Academic Performance of Students in Secondary Board Examinations (applicable for both EMRS and Ashram Residential School)

SI. No.	Parameter	Marks
1.	More than 60% students appeared in the board examination secured 1 st division marks	25
2.	Less than 60% but more than 50% of students appeared in the board examination secured 1 st division marks	15
3.	Less than 50% but more than 40% of students appeared in the board examination secured 1 st division marks	10
4.	Less than 40% of students appeared in the board examination secured 1 st division marks	5

6. Academic Performance of Students in Higher Secondary Board Examinations (applicable for EMRS only)

SI. No.	Parameter	Marks
1.	More than 60% students appeared in the board examination secured 1 st division marks	25
2.	Less than 60% but more than 50% of students appeared in the board examination secured 1 st division marks	15
3.	Less than 50% but more than 40% of students appeared in the board examination secured 1 st division marks	10
4.	Less than 40% of students appeared in the board examination secured 1 st division marks	5

7. Number of “Recognized Awards” (applicable for both EMRS and Ashram Residential School)

SI. No.	Parameter	Marks
1.	More than equal to 12	25

Sl. No.	Parameter	Marks
2.	Less than 12 and more than equal 8	15
3.	Less than 8 and more than equal 6	10
4.	Less than 6	5

8. **Continuity of Mess Services throughout academic session (applicable for both EMRS and Ashram Residential School):** In case of any discontinuity reported in the mess services, even for 1 meal, 01 negative mark per meal shall be given in the Annual Performance Assessment of the Concessionaire.

SCHEDULE 5 - B: ANNUAL PERFORMANCE ASSESSMENT FOR PVTG PRIMARY RESIDENTIAL SCHOOL/ST PRIMARY RESIDENTIAL SCHOOL/SC PRIMARY RESIDENTIAL SCHOOL

The annual performance of the Concessionaire shall be assessed at the end of each year based on the following parameters:

1. Availability of manpower

Sl. No.	Parameter	Marks
1.	More than 90%	25
2.	More than 80% but less than 90%	15
3.	Less than 80% but more than 70%	10
4.	Less than 70%	5

2. Attendance of Students

Sl. No.	Parameter	Marks
5.	More than 90%	25
6.	More than 80% but less than 90%	15
7.	Less than 80% but more than 70%	10
8.	Less than 70%	5

3. Transition of students from Primary Residential School to EMRS and Ashram Residential School

Sl. No.	Parameter	Marks
1.	Transition rate is Less than 90% but more than 80%	25
2.	Transition rate is Less than 80% but more than 70%	15
3.	Transition rate is Less than 70% but more than 60%	10
4.	Transition rate is Less than 60%	5

4. Continuity of Mess Services throughout academic session: In case of any discontinuity reported in the mess services, even for 1 meal, 01 negative mark per meal shall be given in the Annual Performance Assessment of the Concessionaire.

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