



**Request for Proposal (RFP)
for
Selection of Reputed Private Agency for the Management, Administration and
Maintenance of the Police Public School at Melakottaiyur in Tamil Nadu on Public
Private Partnership (PPP) Basis**

Tender Reference No: C1 / 2189 / 2019

Issued by

**DEPUTY DIRECTOR (ADMN)
TAMIL NADU POLICE ACADEMY
OONAMANCHERRY,
CHENNAI – 127
Email: info.tnpsa@gmail.com
Ph.No: 044-22752002, 22752003, 22752005.**

Volume I

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ABBREVIATIONS

Term	Definition
ADGP	Additional Director General of Police
CBSE	Central Board of Secondary Education
Day	Calendar day
DGP	Director General of Police
EMD	Earnest Money Deposit
EOI	Expression of Interest
GoI	Government of India
GoTN	Government of Tamil Nadu
IB	International Baccalaureate
ICSE	Indian Certificate of Secondary Education
IGCSE	International General Certificate of Secondary Education
LLP	Limited Liability Partnership
PPP	Public Private Partnership
PPS	Police Public School
PPSS	Police Public School Society
RFP	Request for Proposal
State Police	Tamil Nadu State Police
TNPA	Tamil Nadu Police Academy

Definitions:

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

“Actual Commencement Date” means the actual date on which the Concessionaire will begin to serve the users under the Agreement;

“Administrative & Maintenance Staff” means a qualified person who is under regular employment, tenure or short term contract, on a full time or part time basis, with the school as a non-teaching staff for the purpose of providing administrative or maintenance support or training services to users in accordance with the provisions of the Agreement, applicable laws and best Industry Practice;

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

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

“Applicable Laws” means all laws, brought into force and effect by Government of India (GoI) or Government of Tamil Nadu (GoTN) including rules, regulations and notifications made thereunder or which may come into force during the pendency of this RFP, and judgments, decrees, injunctions, writs and orders of any court of record, which will be applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this RFP;

“Authority” means Director General of Police, HoPF, or Deputy Director (Admn) Tamil Nadu Police Academy or Police Public School Society including its successors or substitutes or any other organization authorized to act as the Authority by the Government of Tamil Nadu from time to time;

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

“Bid(s)” means the documents in their entirety comprised in the bid submitted by the selected Bidder in response to the Request for Proposal in accordance with the provisions thereof;

“Bidder” shall mean a single “not for profit” legal entity incorporated as a company / trust / society, registered / incorporated in India under the provision of Companies Act, 1956 or 2013 / the Indian Trusts Act, 1882 / the Society Registration Act, 1860 respectively, at least ten (10) years prior to January 2021 and in case of a Section 8 company, it shall be incorporated at least five (5) years prior to January 2021.

The term “Bidder” used under this RFP would apply as a single entity and Consortium / Joint Ventures in any form are not permitted.

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

“**Concession Period**” shall have the meaning as set forth in Clause 3.5;

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

“**Executive Committee**” shall have the meaning as set forth in Clause 5.1;

“**Escrow Account**” means an account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures for and in respect of the school shall be credited and/or debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts of such Escrow Account;

“**Fee**” means all the fees and charges levied on and payable by a student, in accordance with the provisions of this Agreement, Applicable Laws and relevant affiliating Board/ competent authorities/ Government of India/ Government of Tamil Nadu Guidelines;

“**Financial Year**” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“**Force Majeure**” or “Force Majeure Event” shall have the meaning as set forth in Section 3.34;

“**O&M**” means the operation and maintenance of the School and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of fee in accordance with the provisions of this Agreement as well as Applicable Laws and relevant affiliating Board/ competent authorities/ Government of India/ Government of Tamil Nadu Guidelines;

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

“**Performance Security**” shall have the meaning set forth in Clause 3.29.;

“**Police Quota**” means direct wards (son / daughter / grandson / granddaughter) of serving & retired employees of the State Police Department, Prison department, Fire & Rescue Services Department, Forest Department and children of ministerial staff of the above-mentioned departments;

“**Police Public School Society**” means a society registered as per the G.O. (Ms) No. 944, Home (Pol. 10) Department;

“Project Site” wherever applicable, means the Police Public School in Melakottaiyur in Chenglepattu District in Tamil Nadu;

“Project Execution Plan” shall mean the plan which includes a site map and an inventory of buildings, land and other assets being handed over to the Concessionaire by the Authority.

“Public Quota” means wards of general public except for Police Quota;

“Rs.” or **“Rupees”** or **“Indian Rupees”** means the lawful currency of the Republic of India;

“Selection Committee for Police Quota” means the committee nominated by the Authority to select students for admission under Police Quota;

“School” or **“Police Public School”** means the school operated and maintained under and in accordance with the provisions of this RFP, and shall include, the Project Site, School Infrastructure, equipment, furniture, teaching aids, and other facilities or amenities provided in accordance with this Agreement, Applicable Laws and relevant Affiliating Board/ competent authorities/ Government of Tamil Nadu Guidelines;

The definition of Primary School and Secondary School shall have the same meaning as held by convention and for the same classes as in the State of Tamil Nadu.

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

“School Operations Committee” shall have the meaning as set forth in Clause 5.1.;

“Statutory Auditors” means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013 including any statutory modification or re-enactment thereof, for the time being in force.

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

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

“Taxes” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess, GST, CGST and any impost or surcharge of like nature (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the School Infrastructure charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereof

imposed on any account whatsoever. For the avoidance of doubt, taxes shall not include taxes on corporate income;

“Tender Accepting Authority” means the committee constituted under section 7 of the Tamil Nadu Transparency in Tenders Act, 1998, and is chaired by the Additional Director General of Police, Headquarters.

“Tender Inviting Authority” means authority constituted under section 7 of the Tamil Nadu Transparency in Tenders Act, 1998, which is Deputy Director -Admin, Tamil Nadu Police Academy.

“Tender Scrutiny and Evaluation Committee” means the committee constituted under rule 7 of the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, and is chaired by the Director, TNPA.

“Termination” means the expiry or termination of this Agreement and the concession hereunder;

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

Invitation for Proposals

1. ABOUT THE RFP

This RFP carries all the necessary information regarding the Project.

- The RFP begins with control sheet and subsequently describes the objective and scope of the Project **“Selection of Reputed Private Agency for the Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Chenglepattu District, Tamil Nadu on Public Private Partnership (PPP) Basis”**
- The RFP further outlines the process that shall be followed for the submission of response to RFP followed by technical and commercial assessment for the selection of the Concessionaire.
- The interested participants/entities may submit their Bid proposal as per the details provided in this RFP.

1.1. INVITATION FOR PROPOSAL

The Authority invites Bid from eligible private agencies for the work of **“Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Chenglepattu, Tamil Nadu on Public Private Partnership (PPP) Basis”**.

The Bidder is advised to study this RFP carefully before submitting their Bid in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study of the Project Site and detailed examination of this RFP with full understanding of its terms, conditions and implications.

The Authority will be the facilitator in the entire bidding process and will participate in all clarification to enquiries, pre-bid meeting, response to bidders, evaluation process etc.,

1.2. Schedule of Bidding Process

Bid responses must be received not later than time and date mentioned in the table below:

SN	Particulars	Details
General Information		
1.	Name & Address of the Client	Name & Address: The Deputy Director (Admn.), Tamil Nadu Police Academy, Oonamancherry, Chennai

2.	Name of Work	Request for Proposal (RFP) for <i>“Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Chenglepattu, Tamil Nadu on Public Private Partnership (PPP) Basis.”</i>
3.	Tender Type	Public Private Partnership (PPP) Basis
4.	Project Duration	Concessionaire period – 10 years from the start of the Project
5.	Joint Venture	Not applicable
6.	Tender Fee	Rs. 1180/- (or) free of cost if downloaded from the respective websites.
7.	Bidding Procedure	Single Cover - Two Envelope system / Bid Response Document shall be submitted in hard copy to the correspondence address mentioned below in SL. No.14. Envelope (1) – Technical Bid (Hard Copy) Envelope (2) – Financial Bid (Hard Copy)
8.	Website for downloading tender document	The tender document for this work can be downloaded free of cost from website: www.tenders.tn.gov.in & www.tnpsa.tn.gov.in
9.	Period of Issue/download of Bid Document (Start/ End Date)	Between 30-05-2022, 18:00 Hrs and 30-06-2022, 15:00 Hrs
Pre-bid Meeting		
10.	Last date for submission of pre-bid queries for clarifications	08-06-2022, 18:00 Hrs
11.	Date, time and venue of Pre-bid Meeting	09-06-2022, 11:00 Hrs Office of the Director, Tamil Nadu Police Academy, Chennai 127.
Bid Submission		
12.	EMD (Bid Security)	Rs 5,00,000 /- (Rupees Five Lakhs only) by the way of Demand Draft/ Bankers Cheque/Bank Guarantee in favour of Senior Administrative Officer to the Director, Tamil Nadu Police Academy, Chennai payable at Chennai.

13.	Manner, Start / End Date for the submission of Bid document	<p>Manner: Prospective bidder is required to submit their bids in the form of single cover system - both technical bid (Envelope-I) and Financial bid (Envelope-II) of the Bid document shall be enclosed in a single sealed cover with superscription mentioning the RFP details.</p> <p>Start Date: 31-05-2022. End Date: 30-06-2022, 15:00 Hrs.</p>
14.	Address for Correspondence and Submission of Bid document	<p>Prospective bidders shall submit their Bids to the below address: Office of Deputy Director (Admn.) Tamil Nadu Police Academy, Oonamancherry, Chennai – 600 127</p>
15.	Bid Details	<p>Bid Validity: 180 days from the date of submission of the bid.</p> <ul style="list-style-type: none"> • Opening of Bid & PQ documents submitted by the bidders: <ul style="list-style-type: none"> • Date: 30-06-2022, • Time: 16:00 Hrs • Place: Office of Director, TNPA, Oonamancherry, Chennai. • Opening of Financial Bid: Will be intimated later.

Terms:

- a) The complete RFP can be viewed / downloaded from Govt. of Tamil Nadu website www.tenders.tn.gov.in and www.tnqa.tn.gov.in.
- b) Bids shall remain valid for 180 days (One hundred Eighty days) from the last date of submission of the tender.
- c) To obtain first-hand information on the assignment, prospective Bidders are encouraged to attend the pre-bid meeting. Attending the pre-bid meeting is optional.
- d) Any Bid (Technically & Financial) not accompanied by Earnest Money as mentioned in the notice for RFP will be rejected and treated as nonresponsive.
- e) Bid that is received after the submission deadline will not be considered in this procurement process.
- f) The Authority will not be responsible for any delay in submission of Bid.

- g) The Authority reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the contract, without assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the Bidder or Bidders participated on the grounds of employer's action thereof.
- h) **Address of Communication:**
Deputy Director (Admn.),
Tamil Nadu Police Academy,
Oonamancherry, Chennai.
E-mail : info.tnpa@gmail.com
Telephone: 044-22752002, 044-22752003 and 044-22752005

For any queries regarding bid submission, please contact the office of Deputy Director (Admn.), Tamil Nadu Police Academy, Chennai office Number 044-22752002/22752005. or drop an email to: info.tnpa@gmail.com

1.3. Disclaimer

This Request for Proposal (“**RFP**”) contains brief information about the Project and qualification process for the selection of the Concessionaire who will manage the operations of the Police Public School on a PPP basis for a period of ten (10) years. The information contained in the RFP or subsequently provided to the Bidder, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and contained set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement or an offer by the Employer to the Bidder. The purpose of this RFP is to provide the Bidders with information to assist the submission of their proposal.

While all efforts have been made to ensure the accuracy of information contained in this RFP, however this RFP does not purport to contain all the information required by the Bidder. The Bidder may conduct its own independent assessment, site visit, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposal. The Authority or any of its employees or advisors / representatives shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of this RFP.

The Authority reserves the right to change any or all conditions/ information set in this RFP by way of revision, deletion, updating or annulment through issuance of appropriate Corrigendum / Addendum as the department may deem fit without assigning any reason thereof before the date of Bid submission.

The Authority reserves the right to accept or reject any or all applications without assigning any reasons thereof.

The Authority will not entertain or be liable for any claim for costs and expenses in

relation to the preparation of the Bid/proposal to be submitted in terms of this RFP.

2. INTRODUCTION

The Authority intends to invite proposals from private agencies of repute (“the Proposal” or “Bid”) for selection of an adviser (the “**Concessionaire**”) who shall be responsible for the “**Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Chenglepattu, Tamil Nadu on Public Private Partnership (PPP) Basis.**”

The Bidders are advised to study this RFP carefully before submitting its Proposal in response to this RFP. Submission of a response to this RFP shall be deemed to have been done after careful study and examination of this RFP with full understanding of its terms, conditions and implications. Failure to furnish all information required as mentioned in the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the Bidder’s risk and may result in rejection of the response.

2.1. Background Information

The State Police has started a Police Public School at Melakottaiyur, Chengalpattu District from 2018. Presently, the School is functioning from the 1st standard to the 5th standard. The new building at Melakottaiyur has the facility to run the school from Pre KG to class VIII with two sections each. The school will have students in the ratio of 50 % consisting of wards of Police Quota and 50% from the Public Quota. The fee chargeable to students will be in the ratio of 1:2.5 for Police Quota and the Public Quota respectively.

Presently the school is run by teachers deputed from the School Education department on a duty basis. However, the State Govt. has decided to involve a reputed educational institution as an operating agency from the academic year 2022-2023 with an aim to bring organizational efficiency, innovation and accountability to improve the overall education quality.

As a part of future expansion plan, the Government is also interested in upgrading the primary school infrastructure to senior secondary school (till Class 12th) along with additional facilities like residential school complex - Hostel & Staff quarters etc. The financials for the expansion of such infrastructure shall be taken separately by the Authority.

The Authority now intends to select a Bidder to manage and administrate the Police Public School at Melakottaiyur, Chengalpattu district on PPP basis for the period of 10 years in the state of Tamil Nadu. The proposed PPP would bring the private sector partner onboard to operate and maintain the Police Public School (PPS) from LKG to class XII std. (with two sections each up to X std and 4 sections in XI and XII std) with State Board curriculum.

The Selected Bidder (the “**Concessionaire**”) shall be responsible for managing and

administration of the School (“**Project**”) in accordance with the provisions of the agreement between the Concessionaire and the Authority (the “**Concession Agreement**”) in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Concession Agreement sets forth the detailed terms and conditions for grant of a Project to the Concessionaire, including the scope of the Concessionaire’s services and obligations. The detailed Concessionaire Agreement has been provided in the Volume II of this RFP.

2.2. Executing Agency “Authority”

The executing agency “Authority” of this Project is Tamil Nadu Police Academy (TNPA)/Police Public School Society.

2.3. Type of Contract

The form of this contract is Public Private Partnership (PPP) mode.

2.4. Terms and Conditions

- a) The Concessionaire shall abide by all the terms and conditions as laid down in this RFP.
- b) The Bidder shall submit only unconditional Bid/Proposal. Conditional Bid/Proposal are liable to be rejected summarily. The RFP defines the specific terms and conditions on which Bid is required by the Authority. Hence all the Bids/Proposals should be in strict conformity with the RFP and should be filled in and signed by the authorized signatory. Incomplete Bid/Proposal is liable to be rejected. The terms and conditions of the RFP are firm; and are not altered unless otherwise warranted by the Authority.
- c) If it is found that the Bid/Proposal is not submitted in the manner prescribed, it would be open for the Authority not to consider the Bid/Proposal, forfeit the amount of Earnest Money and/or de-list the Bidder.
- d) The Bidder shall submit its Bid/Proposal for the Concession Period i.e. of ten (10) years.

3. INSTRUCTION TO BIDDERS

The Bidder is required to carefully study all instructions, forms, terms, conditions and other details mentioned in this RFP. In case the Bidder possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process individually (the “**Sole Firm**”) in response to this invitation. Failure to submit complete and legible information and documents as required in the RFP or submission of a Bid/Proposal not substantially responsive as per requirements of the RFP in every respect will be at the Bidders risk and may result in rejection of its Bid/Proposal.

The Bidder is advised that the selection of Concessionaire shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. The Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

3.1. General Information

- a) No Bidder shall submit more than one Bid for this Project.
- b) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- c) The Technical Bid should be furnished in the format at (Proforma – 1 to 11) along with all supporting documents, duly signed by the Bidder's authorized signatory. The Financial Bid should be furnished in Proforma - 14 and shall clearly indicate the amount of viability gap funding (VGF) and percent (%) revenue share quoted by the Bidder for execution of the Project.
- d) The Bidder should submit a Power of Attorney as per the format at Proforma–10, authorizing the signatory of the Bid to commit the Bidder.
- e) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- f) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- g) The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidder solely for the purpose of preparation and submission of a Bid in accordance herewith. The Bidder shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.1.(g) shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidder, and the Authority will not return to the Bidder any Bid, document or any information provided along therewith.
- h) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified in Clause 3.22 for submission of Bids (the "**Bid Due Date**").
- i) The statements and explanations contained in this RFP are intended to provide a

better understanding to the Bidder about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- j) Financial Bids for the Project shall be the evaluated based on final score that will be calculated through Quality & Cost-based selection (QCBS) method based on the criteria defined in section 4.3. ("Financial Bid Evaluation").

3.2. Concession Agreement

The successful Bidder has to execute a Concession Agreement (**Vol 2 of the RFP**) with the Authority. Henceforth, the Concessionaire has to start an escrow account and share the revenue from School operations to the Authority.

The Escrow Arrangement as a tripartite between the Concessionaire, the Authority / Police Public Society (PPS) and the Escrow Agent (a Bank) to ensure that the Project cash flows are routed through the escrow account only with supplementary escrow arrangements for payments and receipts to and from different sources.

The Concessionaire to share monthly MIS and quarterly financial statements including the profit & loss statement, cash flow statement and balance sheet. The financial statement needs to be certified by the Statutory Auditor of both the Parties.

3.3. Site Execution

The Project Site for execution of the Project shall be made available to the successful Bidder once the Project is awarded. The Bidder shall satisfy himself regarding condition of the site, actual completion of construction works, availability of land area, facilities etc. by visiting the Project Site at its own cost and expenses.

3.4. Address for communication

All communication in reference to this RFP must be made to the below address:
Office of Deputy Director (Admn),
Tamil Nadu Police Academy,
Onamancherry,
Chennai – 600 127

3.5. Project Period

The Authority shall provide basic infrastructure in the form of land, building, furniture for the students and staff (teaching & non-teaching), and other amenities (as listed in

the Proforma 13) for the school. The Concessionaire shall be required to procure and install the necessary equipment as set out in the terms and conditions (Proforma 13) of the Concession Agreement to conduct day-to-day operations of the School. The contract period for the Project shall be of 10 (ten) years (“**Concession Period**”) and may be renewed at the sole discretion of the Authority provided there are no material defaults during the entire term of the Concession Agreement. The Scheduled Commencement Operation Date (“**SCOD**”) of the School shall be the start of the academic year 2022-23.

3.6. Eligibility Criteria

SN	Particulars	Pre-Qualification Requirement	Supporting Documents
1.	Legal Entity	<p>Bidder should be</p> <ul style="list-style-type: none"> ▪ A single legal entity and incorporated in India at least 10 years prior to 1st Jan. 2021. ▪ It should be a ‘not for profit’ company / trust / society / registered / incorporated in India under the provision of Companies Act, 1956 or 2013 / The Indian Trusts Act, 1882 / The Society Registration Act, 1860 respectively. <p>In case of Companies, it must be registered as ‘not for profit’ under Section 8 of the Companies Act, 2013 for minimum 5 years period prior to 1st January 2021</p> <ul style="list-style-type: none"> ▪ Consortium / Joint Ventures in any form is not permitted. ▪ Registered with GST Authorities in India. 	<p>In case of a company: - Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum & Articles of Association.</p> <p>In case of registered society: - Certified copy of Registration Deed with Objects of constitution of society.</p> <p>In case of corporation: - Authenticated copy of the Parent statute.</p> <p>In case of Trust: - Certified copy of the Trust Deed.</p> <p>Copy of Registration with State / Central Government and Copies of valid PAN, GSTIN, as per statutory requirement.</p>
2.	Presence in the field of Education	<p>Bidder should be</p> <ul style="list-style-type: none"> ▪ Renowned Education institution with experience in operating Primary and Higher Secondary Schools (i.e. from LKG to 12th Std. ○ in any Indian State / UT for at least 10 years (as on 1st Jan 	<p>1. Certificate from statutory education bodies representing the Experience of the Bidder in Operation and Maintenance of Schools.</p> <p>2. Affiliation certificate issued by concerned</p>

		2022) with State Board / CBSE / ICSE / IGCSE / IB curriculum. ○ in Tamil Nadu for at least 5 years (as on 1 st Jan 2022) with State Board / CBSE / ICSE / IGCSE / IB curriculum.	affiliating Central or State Board of Primary & Secondary Education.
3.	Enrolled Candidates	Bidder should have enrolled at least 1000 students under primary / higher secondary institution(s) in each of the 3 financial years (FY 2017-18, FY 2018-19 and FY 2019-20).	<ul style="list-style-type: none"> Self-declaration to be submitted by the authorized signatory along with relevant supporting documents.
4.	Financial Capability	The Bidder should have an average turnover of INR 5.0 crores over the 3 financial years (FY 2017-18, 2018-19, 2019-20)	<ul style="list-style-type: none"> Audited financial statements (P&L and Balance Sheet) for last three (3) financial years.
5.	Net Worth	The Bidder should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years (FY 17-18; FY 18-19, FY 19-20).	<ul style="list-style-type: none"> Certificate from the Statutory Auditor.
6.	Blacklisting	The Bidder should not be ineligibility for corrupt or fraudulent practices or blacklisted by the Central Government, any State Government, a Statutory Body or any Public Sector Undertaking.	<ul style="list-style-type: none"> Self-certificate letter of undertaking to this effect on company's letter head signed by company's authorized signatory
7.	Litigation History	The Bidder should not be involved in any major litigation that may have an impact on or compromise delivery of services as required under this RFP.	<ul style="list-style-type: none"> Self-certificate letter of undertaking to this effect on Bidder's letter head signed by the Bidders authorized signatory

3.7. Preparation of Bids

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and the participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, or expense, regardless of the conduct or outcome of the Bidding Process.

3.8. Site visit and verification of information

The Bidder is encouraged to submit their respective Bid after visiting the “Project Site” and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by the Bidder.

3.9. Acknowledgement by the Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.6. above;
- d) Satisfied themselves about all matters, things and information including matters referred to in Clause 3.6., hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.6. hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.10. Right to accept or reject any or all the Bids

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event, that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all qualified Bidders to submit fresh Bids hereunder.
- b) The Authority reserves the right to reject any Bid and appropriate the Bid Security, if:
 - i. at any time, a material misrepresentation is made or uncovered; or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.Such misrepresentation/ improper response shall lead to the disqualification of the

Bidder.

- c) If disqualification/ rejection of a Bidder occurs after the Bid has been opened and the highest scoring Bidder gets disqualified/ rejected for a Project, then the Authority reserves the right to:
 - i. invite the remaining qualified Bidders to match the highest scoring Bidder for such Project; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- d) In case it is found that during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or otherwise.
- e) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

3.11. Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.13.

Volume 1

Section 1. Invitation for RFP

Section 2. Introduction

Section 3. Instructions to Bidders

Section 4. Criteria for Evaluation

Section 5. Scope of Work

Section 6. Proformas

Volume 2

Section 1. Concessionaire Agreement

3.12. Clarifications

The Bidder requiring any clarification on the RFP may notify the Authority by e-mail at info.tnpsa@gmail.com by using the format given below. The Bidder shall send in any query on or before the date specified in the schedule of Bidding Process contained in Clause 1.2. The Authority shall endeavor to respond to the query within the period specified therein. The responses would be uploaded at www.tenders.tn.gov.in & www.tnpsa.tn.gov.in

The Authority shall upload all the queries and its responses thereto without identifying the source of queries.

The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 3.12. shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

The queries should necessarily be submitted in editable excel sheets with the following additional information.

- Name of the organization submitting clarification request
- Name and position of person submitting clarification request and attending the pre-bid meeting, if applicable
- Full formal address of the organization including phone and email points of contact

SN	RFP Document Reference(s)	Page No.	Content of RFP requiring Clarification(s)	Clarification
1				
2				

3.13. Amendment to RFP

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.

Any Addendum thus issued hereunder shall be uploaded at www.tenders.tn.gov.in & www.tnpsa.tn.gov.in

- b) In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

3.14. Fraud and Corrupt Practices

- a) The Bidder and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- b) Without prejudice to the rights of the Authority under Clause 3.14 (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 3.6., engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession

Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.15. Contacts during Bid Evaluation

The Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, the Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.16. Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of Tamil Nadu in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or

performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- i. Concession Agreement;
 - ii. the RFP.
- i.e. the Concession Agreement at (i) above shall prevail over the RFP at (ii) above.

PREPARATION AND SUBMISSION OF BID

3.17. Language

The Bid and the annexures in relation to the Bidding Process shall be in English language. Supporting documents furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.18. Format and signing of Bid

The Bidder shall provide all the information sought under this RFP. The Authority shall evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

Each page of the Technical Bid shall be numbered and signed and stamped by an authorized signatory of the Bidder holding the Power of Attorney (the "Authorized Representative"). A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

3.19. Submission of Bids

The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

The Bids should be submitted not later than the due date and time specified in the clause 1.2 (13) or if any Corrigendum published.

3.20. Procedure for Submission of Bid

The Bidders are required to submit their proposal in the form of single cover system in the manner described below: -

- a) The Bidder should submit one sealed cover containing Technical Bid (Envelope-I) and Financial Bid (Envelope-II) of the tender in single sealed cover.

- b) Technical Bid (Envelope I)**
 - The original RFP in full should be signed and stamped in each page as a token of acceptance of the Scope of Work and Terms and Conditions by the Authorized Signatory of the Bidder and same should be submitted along with Technical Bid & the required Earnest Money Deposit.
 - The Technical Bid along with copies of the supporting documents to establish Pre-Qualification Criteria along with its supporting documents should be signed and stamped in each page by the Authorized Signatory of the Bidder.
 - Bid received without signature & stamp and relevant supporting documents is liable for rejection at the discretion of Tender Inviting Authority.
 - The Technical Bid should not contain any price details or any sort of indications to interpret the price strictly. Otherwise the Bid will be summarily rejected.
 - Technical Bid cover (Cover-I) (containing EMD, signed RFP document and signed Technical bid with signed copies of the supporting documents) should be super scribed as “Technical Bid – Tender Ref No. C1/2189/2019 for **“Management, Administration and maintenance of the Police Public School at Melakottaiyur in Chinglepattu, Tamil Nadu on Public Private Partnership (PPP) Basis”**”. The “From Address” and “To Address” should be clearly written in the Technical Bid cover. If Bids received without the Addresses, the same will be liable to be rejected at the discretion of Tender Inviting Authority.

- c) Financial Bid (Envelope II)**
 - The Financial Bid should be prepared in the format as given in Proforma 14 of this Tender. The Financial Bid should be filled, signed and stamped in each page by the Authorized Signatory of the Bidder and should be sealed in a separate cover along with covering letter. The correction/overwriting shall be valid only if attested by the Authorized signatory of the Tenderer.
 - Bids received without signature & stamp, required Forms with relevant supporting documents will be rejected by Tender Inviting Authority.
 - Financial Bid cover should be super scribed as “Financial Bid – Tender Ref No: C1/2189/2019 for **“Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Chinglepattu, Tamil Nadu on Public Private Partnership (PPP) Basis”**”. The “From Address” and “To Address” should be clearly written in the cover. If a Bid is received without the Address, the same will be rejected at the discretion of Tender Inviting Authority.

d) Outer Cover

- Both the Technical Bid cover (Envelope - I) and Financial Bid cover (Envelope - II) should then be enclosed in an outer cover and same should be sealed. The proposal outer cover should be super scribed as **“Proposal for the Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Chinglepet, Tamil Nadu on Public Private Partnership (PPP) Basis”** Tender Ref No. C1/2189/2019. The “From Address” and “To Address” should be clearly written in the cover. If a Bid is received without the Address, the same will be rejected at the discretion of Tender Inviting Authority.
- The Proposal must be handed over in person to the Deputy Director (Admn), Tamil Nadu Police Academy, Oonamancherry, Chennai – 127.
- Alternatively, the tenders can be sent by registered post / courier and must reach the above addressee on or before the due date and time. Police Department will not be responsible for the postal delay, if any.
- The Tenders received after due date and Time / Unsealed or Incomplete shape or by Facsimiles (FAX) or by electronic mail are liable for rejection.

3.21. Modifications / Substitution / Withdrawal of Bids

- I. No Bidder shall be allowed to withdraw the Bid after submitting the same.
- II. No Bidder shall be allowed to submit a modified Bid.

3.22. Bid Due Date

The Technical Bid and Financial Bid specified in Clause 3.1(c) should be submitted before 1500 hours IST on or before 30.06.2022.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.13 uniformly for all Bidders. The Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. Once the Bids submission date and time is over, the Bidder cannot submit their Bid. The Bidder only, will be held responsible if their Bid is not submitted in time due to any reasons.

3.23. Content of the Bid

The Technical Bid shall be furnished in the format at (Proforma– 1 to 11) along with all the information and supporting documents (complete in all respects) as requested in this RFP. The Financial Bid should be furnished in Proforma - 14 and shall clearly indicate the amount of value gap funding (VGF) and % revenue share quoted by the Bidder for execution of the Project.

The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

The proposed Concession Agreement shall be deemed to be part of the Bid.

3.24. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date (as referred in Clause 3.22.). The validity of Bids may be extended at the sole discretion of the Authority. ("**Bid Validity Period**").

3.25. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

3.26. Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

3.27. Disqualification of bids

The Authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

- a) Has not submitted the bid in accordance with the bidding document.
- b) Has submitted bid without submitting the prescribed Cost of Bid Document, Bid security or the Bidder's authorization certificate/ Power of Attorney.
- c) Has imposed other conditions in his bid.
- d) During validity of the bid or its extended period, if any, increases his quoted Bid Amount.
- e) Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- f) Has failed to provide clarifications related thereto, when sought.
- g) Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the Bid Security.
- h) Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

3.28. Earnest Money Deposit (Bid Security)

- a) The Bidder shall furnish as part of its Bid, an EMD ("**Bid Security**") for the Project referred to in Clause 1.2 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India Rs.5,00,000/- (Rupees Five Lakhs Only), in favour of the Senior Administrative Officer to Director, Tamil Nadu Police Academy, Chennai - 127 in the format at Proforma-11 (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- b) The Bid Security shall be accepted as demand draft or any other format including Bank Guarantee as mentioned in Clause 3.28. (a).
- c) Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- d) The Bid Security of any Bidder who have not been selected will be released not later than 60 (sixty) days after the expiration of the Bid Validity Period, including any extension thereof, or 60 (sixty) days after the issue of the LOA, whichever is earlier.
- e) The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement for the Project and furnishing the Performance Security in accordance with the provisions thereof.
- f) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 3.28. (g) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- g) The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if
 - i. a Bidder submits a non-responsive Bid;
 - ii. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 3.14. of this RFP;
 - iii. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - iv. the Selected Bidder fails within the specified time limit;
 - to sign and return the duplicate copy of LOA; or
 - to sign the Concession Agreement; or
 - to furnish the Performance Security within the period prescribed therefore in the Concession Agreement;
 - v. the Selected Bidder, having signed the Concession Agreement for a Project, commits any breach thereof prior to furnishing the Performance Security.

3.29. Performance Security

The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of The Senior Administrative Officer to the Director, Tamil Nadu Police Academy, Chennai as required under the Concession Agreement. Value of Performance Security should be Rs. 50,00,000/- (Rupees Fifty Lakhs Only). Performance security shall be valid till end of Concession Period.

3.30 EVALUATION PROCESS

3.30. Opening and Evaluation of Bids

- a) The Authority shall open the Technical Bids at 1600 hours IST on _____ (the Bid Due Date) at Tamil Nadu Police Academy and in the presence of the available bidders.
- b) The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 4.
- c) Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- d) Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- e) The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- f) If any information furnished by the Bidder in respect of the Project is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the score of the Bidder.
- g) In the event that a Bidder claims credit for the Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the score, and may also, while computing the aggregate score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 3.10 (b) and 3.10 (c).

3.31. Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of Qualified Bidders who will be eligible for opening of their Financial Bids. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

3.32. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.33. Pre-bid Conference

A Pre-Bid Conference(s) of the potential Bidders shall be convened at the designated date as notified in this RFP. All those persons who have downloaded/purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of two (2) representatives of each Bidder shall be allowed to participate on production of authorization letter from the Bidder.

During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3.34. Force Majeure

No penalty or damages shall be claimed in respect of any failure to provide services which the Concessionaire can prove to be directly due to a war, strikes, fire, flood or hurricane/storm or force majeure which could not be foreseen or overcome by the Concessionaire

4. CRITERIA FOR EVALUATION

4.1. Evaluation of Bids

- a) The Bidders will be selected through a single stage two Bid QCBS Bidding Process.
- b) As first stage Pre-Qualification check will be done, after which technical evaluation will be performed. The Bidders scoring at least 75% marks in technical evaluation will be considered for financial evaluation.
- c) Authority will appoint a Tender Evaluation Committee (TEC) to scrutinize and evaluate the Technical and Financial Bids received. The TEC shall examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the Bid requirements. The Authority may waive any informality or non-conformity in a Bid which does not constitute a material deviation according to Authority.
- d) There should be no mention of Bid prices in any part of the Bid other than the Financial Bid.
- e) The Bidder's competence and capability is proposed to be established by the following parameters:
 - o Evaluation of Technical Capabilities; and
 - o Evaluation of Financial Bid;
 - o The QCBS methodology would be applied and a H1 Bidder would be ascertained accordingly.

Technical Evaluation Criteria

Qualified Bidders meeting the qualification Technical Capacity and Financial Capacity will be awarded score as per pre-defined marking scheme in accordance with the evaluation criteria set out in Technical score (TE1-8) in clauses 4.2 .

Qualified Bidders will be evaluated across 8 (Eight) parameters namely- Past Experience in the field of Education, Past Experience in operating school, Past Experience in operating school with hostel, Past Experience with Public Sector / Government, Operational Performance - Pass percentage, Operational Capability, Financial Capability, Approach & Methodology and the Institution should have co-curricular facilities. The Bidder shall be liable to give a presentation to the committee along with relevant documents, submitted with their Bids.

SN	Particulars	Pre-Qualification Requirement	Graded Marks	Supporting Documents
TE1	Past Experience in the field of Education	Bidder should be renowned Education institution with experience in operating Primary and Higher Secondary Schools for at least 10 years with State Board / CBSE / ICSE / IGCSE / IB curriculum.	Experience in operating number of school branches with the following criteria , as on year 2021. (Total - 10 Marks) <ul style="list-style-type: none"> ○ No of school run by the institution 1-4 Schools (4 Marks) 5-7 Schools(7 Marks) 8- 10 Schools(10 Marks) 	<ol style="list-style-type: none"> 1. Certificate from statutory education bodies representing the Experience of the bidder in Operation and Maintenance of Schools. 2. Affiliation certificate issued by concerned affiliating Central or State Board of Primary & Secondary Education.
TE 2a	Past Experience in operating school	Bidder should be renowned Education institution with experience in currently operating Primary and Higher Secondary Schools for at least 5 years with State Board / CBSE / ICSE / IGCSE / IB curriculum.	Experience in any one of currently operating school Primary and Higher Secondary, operated by the group: (Total - 10 Marks) <ul style="list-style-type: none"> ▪ 1000 students (5 Marks) ▪ Upto 2000 students (7 marks) 	Certificate from statutory education bodies for student strength. Appropriate documents to be produced.

			<ul style="list-style-type: none"> 2000 and above number of students (10 marks) 	
TE 2b	Past Experience in operating school with hostel	Experience in Operating school with hostel in for at least 5 years with minimum of 200 students	Experience in Operating school with hostel for at least 5 years with minimum of 100 students (Total 5 Marks)	Relevant document to substantiate the availability of hostel, should be furnished.

TE3	Past Experience with Public Sector / Government	The Bidder who have prior experience in operating educational institutions (Primary or Secondary schools) along with Public Sector / Governmental agencies.	Bidder may have executed/ operate at least 1 school along with Public Sector / Governmental agencies in the last 5 academic years till March – April 2021 (Total – 5 Marks)	1. Certified copy of the contract agreement and completion. certificate(s) on the letterhead of the company issuing the certificate.
TE4	Operational Performance - Pass percentage	Percentage of students passed in the below three academic years (2017-18, 2018-19 and 2019-20) in the primary and secondary schools operated by the bidder in Tamil Nadu (as claimed in TE2).	Average percentage of passed students against appeared candidates in the last three years in all the secondary/ higher secondary schools operated by the agency in Tamil Nadu State Board / CBSE / ICSE / IGCSE / IB curriculum. (Total - 10 Marks) Pass % 10th – 5 marks 90% - 99% (3 Marks) 100% (5 Marks)	Self-declaration to be submitted by the authorized signatory along with relevant supporting documents.

			<p>Pass % 12th – 5 marks 90% - 99% (3 Marks) 100% (5 Marks)</p>	
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TE5	Operational Capability –	Bidder should propose sufficient number of qualified teaching and non-teaching staff required to run the school operations for LKG to VIIIth Standard (two sections each).	<p>Bidder should possess sufficient number of qualified teaching and non-teaching staff required in running the school, in all classes (10 Marks)</p> <p>1. The School should have maintained the Students teacher ratio across all the classes for English, Science, Mathematics subjects from 1st Standard to XII standard (5 Marks)</p> <table border="1"> <thead> <tr> <th>s.no</th> <th colspan="2">Pupil-Teacher ratio norms</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>I-V</td> <td>1:30</td> </tr> <tr> <td>2</td> <td>VI-VIII</td> <td>1:35</td> </tr> <tr> <td>3</td> <td>IX-X</td> <td>1:40</td> </tr> <tr> <td>4</td> <td>XI-XII</td> <td>1:40</td> </tr> </tbody> </table> <p>(1,1,1 & 2 Marks)</p> <p>2. Availability of management committee</p> <table border="1"> <tr> <td>Executive Committee</td> <td>2 Marks</td> </tr> <tr> <td>School committee</td> <td>2 Marks</td> </tr> <tr> <td>Parent Teachers Association</td> <td>1 Mark</td> </tr> </table>	s.no	Pupil-Teacher ratio norms		1	I-V	1:30	2	VI-VIII	1:35	3	IX-X	1:40	4	XI-XII	1:40	Executive Committee	2 Marks	School committee	2 Marks	Parent Teachers Association	1 Mark	Relevant documents and certificates should be produced.
s.no	Pupil-Teacher ratio norms																								
1	I-V	1:30																							
2	VI-VIII	1:35																							
3	IX-X	1:40																							
4	XI-XII	1:40																							
Executive Committee	2 Marks																								
School committee	2 Marks																								
Parent Teachers Association	1 Mark																								
TE6	Financial	The Bidder should	Bidder average annual	Audited																					

	Capability	have an average turnover of minimum INR 5.0 crores (to be decided by the TIA) over the last three financial years (FY 2017-18, 2018-19, 2019-20) .	turnover of group of school (Total – 10 Marks) Between 5 Cr. and 7 Cr (5 Marks) Between 7 Cr and 10 Cr (5 Marks) More than 10 Cr (10 Marks)	financial statements (P&L and Balance Sheet) for last three financial years.
TE7	Approach & Methodology	The Institution should present their approach to the Tender scrutiny and Evaluation Committee on how they will manage the school for the period of 10 years (concessionaire period).	The Institution should present their approach to the Tender Scrutiny and Evaluation Committee on how they managed the school. (Total- 20 Marks) Key Pointers for evaluating the Institution during their presentation General (3 marks): 1. Institution's mission, vision and objective statement (1 Marks) 2. Defined processes on safety and security of human resources and assets (1 Marks) 3. Adherence to Statutory and legal Compliances & Periodical audits (Internal	Bidder would be called for a presentation on Approach & Methodology. All the relevant documents should be submitted to the committee.

			<p>& External) (1 Mark)</p> <p>Teacher related(4 Marks):</p> <ol style="list-style-type: none"> 1. Transparent recruitment process (1 Mark) 2. Career advancement for teachers (1 Mark) 3. Capacity building (1 Mark) 4. Periodical performance review (1 Mark) <p>Student related (3 Marks):</p> <ol style="list-style-type: none"> 1. Curricular activities- assessment- evaluation. 2. Remedial measures. <p>Vision for running proposed Police public school (10 Marks)</p>	
TE8	The Institution should have co-curricular facilities. The bidder should give a presentation to the committee along with relevant documents, submitted with their bids.	(A) special Coaching for Competitive exam	<p>The Institution should have co-curricular facilities. If the institution has a group of schools, One particular school will be chosen to measure all the below criteria. It's not allowed to apply the below criteria on group of schools.</p> <p>(Total- 20 Marks)</p> <p>(A-1) The institution</p>	<p>The Bidder should give a detailed presentation supported by relevant documents to the committee.</p> <p>The Bidder</p>

			<p>should have necessary infrastructure and faculties either through its own staff or arrangement with reputed organisation through franchise to impart coaching for National level competitive exams like IIT/NEET/CLAT. (2Marks)</p> <p>(A-2) Performance in National Talent search exam.(Minimum 10 students should have passed National Talent Search Exams in the last 3 years) (2Marks)</p> <p>(A-3) National Merit cum means scholarship exam (Minimum 10 students should have passed National Merit cum means scholarship Exams in the last 3 years) (2Marks)</p>	<p>should enclose sufficient documents to substantiate the availability of infrastructure and faculties.</p> <p>The bidder should furnish copies of results published by the competent authorities along with self-undertaking.</p> <p>The bidder should furnish copies of results published by the competent authorities along with self-undertaking.</p>
		(B) Participation in state/National/International level competition for sports in the past five years	(B-1) Participation in state/National/International /SGFI (School Games federation of India) level competition for sports (2Marks)	The bidder should furnish copies of relevant certificates issued by state/ National/ International /SGFI (School Games federation of India) authorities along with self undertaking.
		(C) Teach additional skills	(C-1) Personality Development, Communication skills, scientific research	Self undertaking by the competent authority of the bidder.

			activity, participation in quiz competition etc . (2Marks)	
			(C-2) Teaching Music & Arts (2Marks)	Self undertaking by the competent authority of the bidder.
		(D) Vocational training for better employability & Career counseling & guidance	(D-1) Vocational training for better employability & Career counselling & guidance (2Marks)	Self undertaking by the competent authority of the bidder.
		(E) Special guest lectures (International/National/state level experts)	(E-1) Special guest lecturers (at least 1 lecture for every 4 months) (International/National/state level experts) (2Marks)	Self undertaking by the competent authority of the bidder.
		(F)Corporate social responsibility	Undertake CSR activities like (F-1)Adopting nearby society to impart education (2 Marks) (F-2)Sponsoring education for students from lesser privileged section (Minimum 5 students per year) (2 Marks)	CSR activities undertaken by the institution as mentioned under F-1 and F-2 along with self undertaking.

Note: The Financial Bid of the Qualified Bidders who score at least 75 marks out of 100 (technical score) will only be opened for evaluation.

4.2. Financial Bid Evaluation

4.2.1. Viability Gap Funding (VGF) Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- b) The Financial Bids for the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c) Financial Bid contains forms such as "Financial Bid Cover Letter", "Income & Expenditure Estimate", "Viability Gap Funding" as listed in the Proforma 14.
- d) Viability Gap Funding will be given to the Concessionaire as mentioned in the Financial Bid and Concession Agreement.

4.2.2. Final Financial Score Calculation

The final score shall be calculated through Quality and Cost-based selection (QCBS) method based with the following weightage:

The bidder quoting the least Viability Gap Funding(VGF) will be considered as successful bidder.

In the event of 'tied' VGF quote, the Bidder with highest technical score will be selected. In case, technical score is also 'tied', the successful bidder will be selected through a LOT in the presence of the technically qualified bidders.

4.3. Selection of Bidder

- a) Subject to the provisions of Clause 3.30, the qualified Bidder's shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the qualified Bidders on the scheduled date and time in the presence of the Authorized Representatives of the qualified Bidders who may choose to attend, and the each qualified Bidder for the Project shall be ranked according to the scores obtained. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.
- b) In the event that the lowest Bidder identified in accordance with sub-rule (1) is rejected in accordance with sub-section (4) of section 10 of the Tamil Nadu Transparency in Tenders Act, 1998 or withdraws, the Tender Accepting Authority may, in the second round of bidding invite all the remaining Bidders to revalidate or extend their respective EMD, as necessary, and match the Bid of the aforesaid Lowest Bidder.
- c) After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the selected Bidder for a Project and the selected Bidder for such Project shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event, the duplicate copy of the LOA duly signed by the selected Bidder for such Project is not received by the stipulated date, the Authority may, unless it consents to extension of time for

submission thereof, appropriate the Bid Security of such qualified Bidder as Damages on account of failure of the selected Bidder to acknowledge the LOA, and the next qualified Bidder may be considered.

- d) After acknowledgement of the LOA as aforesaid by the selected Bidder, it shall execute the Concession Agreement within two weeks period. The selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

5. SECTION 5: SCOPE OF WORK

5.1. General Operations

- The Concessionaire would need to incur all the recurring costs in terms of salary of staff, consumables, electricity, transportation cost and maintenance of school intra-structure etc. as required for the proper functioning of the institutions. All the taxes and levies related to the immovable assets (Land & Building) shall be paid by the Authority.
- The Concessionaire shall have operational autonomy on all aspects of running the School but will have to transparently disclose these to the Authority.
- The concessionaire shall share 10% of the revenues to the authority from 4th (Fourth) year of operation of the school.
- The School will be affiliated to the State Board with Co-Education system with English as the medium of instruction. The School shall operate in a single shift every day and would have 50 % Students from Police Quota and rest 50 % of the Students from Public Quota. In case percentage of Police Quota Students result into a fraction, the next integer shall be considered as Police Quota students.
- The School shall have LKG to VIII standards with two sections each , to be expanded upto XIIth standard and the examination shall be held as per the Tamil Nadu State Board / Tamil Nadu Government Regulations.
- A set of Key Performance Indicators (KPIs) have been identified to ensure quality of operation, and envisaged outcome. In case the Concesionaire is unable to achieve the said KPIs as specified in Clause 5.7 of the Agreement, monetary penalties will be levied.
- During the Concession Period, 10 years , the Concessionaire shall propose to add additional courses like vocational education courses, career counseling, soft skill programmes etc. depending on the demand of the course with the prior written permission of the Authority. The revenue generated through all such activities shall be the considered as part of the School operational revenue.
- The Concessionaire may operate other short-term / vocational trainings under various state or central funded schemes or other academic activities to enhance the revenue. The Concessionaire may utilize the existing infrastructure and equipment for conducting such programs. The Concessionaire shall seek prior permission from the Authority for such interventions. The Authority shall have the complete right to pause or stop these kinds of programs at any stage. However, these programs shall not affect the regular operation of the School and preferably, run outside of the regular School hours or in vacant slots.
- The Concessionaire shall not be allowed to subcontract the daily operations of the institution and shall not operate the School through franchisee agreement or

otherwise.

- The Concessionaire shall not have any legal claim or right over movable and immovable property of the School at any point of time during the Concession Period.
- The program and shifts to be conducted as per applicable Tamil Nadu State Board syllabus prescribed by the regulatory authorities.
- The teaching and non-teaching staff for the School shall be appointed by the Concessionaire and they shall have no claim relating to service or other governmental rights / benefits from the Government.
- The Authority shall also install CCTV Camera system at the specific points in the School to monitor the safety and security of the Students and deployed staff. However, the operational cost to run the CCTV system which includes but not limited to bandwidth cost, regular O&M cost etc. shall be borne by the Concessionaire.
- Day-to-day Operations of the school will be done by the **“School Operations Committee”** consisting of the following members:

3 members from the Concessionaire

Secretary of the ‘Trust’,
School Principal and;
Member nominated by the Concessionaire

- **“School Monitoring Committee”** consisting of the below members will be constituted to oversee the school operations and ascertain compliance to Concessionaire agreement. The committee will meet annually and submit its report to the Annual General Body Meeting. The committee may also conduct surprise checks as when required.

Director ,TNPA
Inspector General of Police(Training)
Deputy Director (Training)
A Deputy Superintendent of Police nominated by the Director ,TNPA

- **“School Infrastructure Inspection Committee”** consisting of the following members will be constituted for conducting inspection of the school Buildings and other infrastructure maintenance etc.,in compliance with Concessionaire agreement. The Committee will conduct inspection annually and submit its report to the Annual General Body Meeting. The committee may also conduct surprise checks,as when required.

1. Director ,TNPA
2. Deputy Director .Admin
3. Superintending Engineer , TNPHC
4. Superintending Engineer ,PWD
5. Professor in Civil Engineering from College of Engineering, Guindy

- **Executive Committee**

- The Executive Committee of the School will be the final authority to decide all policy matters in the formation, establishment and day-to-day functioning of the School. The Executive Committee of the School is constituted with the following officials:
 - a) Additional Chief Secretary to Government, Home, Prohibition and Excise Department

- (President)
- b) Principal Secretary to Government, School Education Board, Chennai (Vice President)
- c) Director-General of Police & Head of Police Force, Chennai (Member Secretary)
- d) Director-General of Police, Training, Chennai (Joint Secretary)
- e) Director, Tamil Nadu Police Academy (Treasurer)
- f) Additional Director-General of Police (Administration) (Member)
- g) Additional Director-General of Police (Welfare) (Member)
- h) Director of School Education (Member)
- i) Financial Controller, Office of the Director-General of Police, Chennai (Member)
-

5.2. Students Admission

- a) All Students enrolled at the time of handing over to Concessionaire shall continue to remain enrolled therein.
- b) Students admitted in the institutions would either be through Police Quota or Public Quota – paying the fees at the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2019.
- c) The Concessionaire shall give preference to the wards of the police personnel up to 50 % quota.
- d) The Authority may perform due-diligence and required procedures to shortlisted students for admission to Police Public school under Police Quota. After evaluation by the Selection Committee, a list of selected students would be sent to the Concessionaire for admission in Police Quota. The Concessionaire would follow the admission procedures for all students as per the Right to Education (RTE) guidelines / State Government norms and the Authority guidelines as mentioned in the subsequent sections.
- e) The Concessionaire shall prioritize the admissions requests received from the State Government / Authority under Police Quota which constitute the direct wards (son / daughter / grandson / granddaughter) of serving & retired employees of the State Police Department, Prison department, Fire & Rescue Services Department, Forest Department and children of ministerial staff of the above-mentioned departments.
- f) All the existing admission rules and regulations would be followed for both the Police Quota and Public Quota candidates. Any changes in the Right to Education (RTE) guidelines / State Government admission norms for admissions in school shall be adhered to and put into immediate effect.
- g) The Concessionaire shall devise a transparent procedure to select the candidates falling within the 50 % Public Quota for which the fee structure would be different from the fee structure available for the Police Quota, as mentioned in the subsequent section “Student Fees”.
- h) Depending on the vacancy situation, the Concessionaire should also consider the admission request of wards of police staff that are transferred in the middle of the academic year.
- i) Any Government Orders with regard to reservation will be followed as per the existing norms. Any changes in the norms shall be adhered to and put into immediate effect by the Concessionaire .
- j) In case the Authority is unable to fill the Police Quota students in the school, then the

Concessionaire may fill the gap by admitting as Public Quota students after following applicable counseling process and obtaining necessary approvals from the Authority and the fee shall be charged as per Public Quota fee;

- k) In case the Concessionaire is unable to fill the Public Quota students in the school, then the Authority may fill the gap by admitting as Police Quota students after following applicable procedures and the fee shall be charged as per Public Quota fee;
- l) The Concessionaire shall ensure that the courses are conducted irrespective of the number of students admitted in a unit / branch. In case there is a delay in the commencement of classes from the date as specified by State Government, it may be considered a breach of agreement unless otherwise decided differently by the Authority.
- m) The other admission criteria like minimum age, qualification etc. shall be as per the norms and guidelines of the Authority and the regulatory bodies.

5.3. Student Fees

- a) The Concessionaire shall operate the Police Public School with the Police / Public fees ratio of 1:2.5. The Student fees would be as per the guidelines issued by Admission & Fee Regulatory Committee, Government of Tamil Nadu. The fee shall be fixed as per the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2019.
- b) The Concessionaire would not be allowed to charge any other fee apart from the applicable tuition fees, One time registration fees, Books & activity fees and Prospectus & application fees, agreed at the time of signing of the concessionaire agreement, from the school students. In case it is derived by the authority that additional charges have been collected from students, then the matter may be considered as a breach of Agreement and appropriate action may be taken.

5.4. Obligations of the Concessionaire

- a) Manage, administrate and maintain the "Police Public School" at Melakottaiyur on PPP basis for a minimum period of 10 years. The School shall function under the Tamil Nadu State Board curriculum from LKG to VIII Standard (with two sections each) for the academic year 2022-2023 and subsequently upgrade to IX & X standard and plan for XI & XII standards in subsequent years
- b) The Concessionaire shall operate the School with the Police / Public fees ratio of 1:2.5. The fees structure proposed by the selected Bidder shall be reviewed and approved by the Government.
- c) It will fix the fee structure for the wards of General Public as well as for the wards of the Police in the following manner:
 - **For the wards of Public Quota** - At the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009.
 - **For the wards of Police Quota (serving and retired employees of the Police departments)** - At 40 % of the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009

- d) Make the necessary investments in terms of operational expenditure to be incurred for running the smooth operations of the School (Proforma – 13).
- e) Ensure no material modifications to the School, save and except where such modifications are in conformity with the Project Execution Plan and approved by the Authority.
- f) Obtain and keep effective all necessary affiliations, approvals, certification, permits, licenses and insurance policies as required to run the school operations.
- g) Collect fees from the Students which includes the admission fee, tuition fee, any other administrative charges as approved under the norms and agreed during the signing of the Concession Agreement.
- h) The Concessionaire shall also examine the possibility of utilizing the School premises for meaningful purposes after School hours.
- i) In case of any further expansion of the police public school in future, the terms & conditions of the Concession Agreement shall be binding to both the parties.
- j) Undertake the responsibility for operation, maintenance and management of the School in accordance with applicable laws (including environment laws), safety requirements/ security obligations and good industry practices. Operate the School (in conformance with the extant laws including those under the State Government rules & regulations) and take the responsibility of the daily functioning of the institution by incurring the recurring costs. To bear and pay all expenses, costs and charges incurred in relation to the functioning of the school (including liabilities relating to salaries and operational expenses).
- k) Hire duly qualified teaching staff members including Principal, Vice-Principal, teachers, trainers etc. as per the norms of the regulatory bodies and arrange for their payment, boarding, lodging and transport. Please refer proforma 12 for minimum qualification requirements of the teaching staff.
- l) Recruit other duly qualified administrative & supporting staff as required for smooth functioning of the School (such as curriculum development, operation, training and maintenance etc.) and arrange for their payment, boarding, lodging and transport. Qualification of the staff would be as per the norms of regulatory bodies. Please refer proforma 12 for minimum qualification requirements of the administrative & supporting staff.
- m) Adhere to the KPIs as mentioned in this document in Clause 5.7.
- n) Take responsibility of safeguarding the property of institutions in terms of land, building, equipment etc. once the land and building are handed over by the Authority.
- o) Establish a website for the rules, policies and information relating to the

management, admissions, operations and performance of the school. The management information system (MIS) module of the website should be regularly updated. Regular MIS (as approved by the Authority) shall be provided by the concessionaire on periodic basis. The Authority will also be provided access to this MIS.

5.5. Obligations of the Authority

- a) Provide infrastructure in terms of building infrastructure, fully furnished building, furniture for students and staff, equipment etc. to the selected Bidder Bidders are advised to refer Proforma 13 "List of minimum infrastructure requirement" for further details. The replacement of the infrastructure have to be undertaken by the Concessionaire and approval for the same has to be provided by the Authority.
- b) Facilitate the admissions of all students under Police Quota as mentioned in the above section.
- c) Provide necessary permissions to the selected Bidder to permit the operation of the School under the state board curriculum after following due procedures.
- d) Review & provide necessary approvals regarding the fees structure proposed by the Concessionaire.
- e) Facilitate application for necessary affiliations for the school within the specified time as per the State Govt. guidelines.
- f) Issue directives related to various aspects of the operation and norms, as required and constitute a committee for continuous monitoring of the Project.
- g) Facilitate relevant permissions to the concessionaire from the School education and other Govt. departments on priority basis to enable the functioning of the School from LKG to VIII Std.
- h) Provide necessary viability gap funding (VGF) to the selected Bidder for the effective operation of the School. The VGF will only be permissible to the Concessionaire if the expenditure to operate the school exceeded than the revenue generated from the school operations and it will only be permissible for the first three years from the start of school operations. The viability gap funding shall be subjected to budgetary control and the release of funds under the viability gap funding to the Police Public School shall be made on quarterly basis.
- i) During the Concession Period, the assets (movable & immovable) of the school will belong to the Government and the Concessionaire at no point will claim any stake over these assets belonging to the Government.
- j) In case the number of beneficiary wards of police personnel exceeds 50 %, then the Government has the right to review the percentage of Police Public School student's ratio and financial implications from time to time.

- k) The decisions taken by the “**Fee Determination Committee**” of the Government will be binding on the Police Public School and also the Concessionaire.
- l) All police and related department admission applications will be scrutinized by the State Police. The State Police will perform due-diligence and required procedures to shortlisted students for admission to Police Public school under Police Quota. After evaluation by the Selection Committee, a list of selected students would be sent to the Concessionaire for admission in Police Quota. The Concessionaire shall be bound to admit such students under Police Quota with minimum fee structure as mentioned earlier in this RFP.
- m) The name of the school shall be decided by the Government.
- n) The usage of premises for activity other than that agreed upon with the Concessionaire rests with the School Operations Committee.
- o) Appoint an internal auditor to audit accounts maintained by the Concessionaire and submit its report to the Government. The Government may also decide to onboard any Government agency for auditing purpose.

5.6. Approximate Financials

A. OPEX:

- Deployment of Human Resources
- Recurring consumable material like stationary and other consumables expenditure
- Electricity, Water bill etc.
- Transport infrastructure (like school buses, autos etc.)
- Maintenance of school infrastructure etc.

B. Revenue Streams:

- Regular Tuition Fees from admitted candidates
- Other Academic Activities

Note: Bidders are advised to refer proforma 13 'List of minimum available infrastructure for further details on the items covered under OPEX expenditure as mentioned above.

5.7. Penalties

SI. No.	Key Performance Indicator	Penalty
1.	On-time commencement of work: Delay in commencement of work from scheduled commencement date as mentioned in the LOA / Concessionaire Agreement	0.01% of the performance security for each Day's delay
2.	Availability of teaching staff: Non-availability of teaching/ non-teaching staff against the norms prescribed by the Department of School Education, Government of Tamil Nadu	Rs. 5000/- per day for each such day per each teacher of non-availability shall be levied

3.	Proper maintenance of school building and other infrastructure Annual inspection of the Building and other infrastructure to be done by a Infrastructure Inspection committee from the 4th(Fourth) year	Rs,10000 per month.

SCHEDULES

6. Proformas

Proforma 1: Cover Letter

[On the Letterhead of the Bidder]

To,
The Deputy Director (Admn),
Tamil Nadu Police Academy,
Chennai – 600 127

Subject: “Bid submission towards Request for Proposal (RFP) for “Selection of Reputed Private Agency for the Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Tamil Nadu on Public Private Partnership (PPP) Basis”.

Dear Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to this RFP and to meet such requirements & provide such services as are set out in the RFP.

We hereby attach the response as per the requirements of the RFP document.

We undertake, if our response to RFP is accepted, to adhere to the requirements put forward in the RFP or such adjusted requirements as may subsequently be mutually agreed between us and Authority or its appointed representatives. If our RFP is accepted, we will participate in the succeeding stages as per the requirement set out in the RFP document.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the Bid Response or any/all bids without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

We also certify that the period of validity of bids is 180 days from the last date of submission of proposal.

Dated this Day of 2021

(Signature) (In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of:

.....

(Name and address of the Bidder) Seal/Stamp of Bidder

Proforma 2: Details of Bidder

1. General Details

- (a) Name
- (b) Country of Incorporation
- (c) Address of the corporate headquarters and its branch office (s), if any, in India
- (d) Date of incorporation and / or commencement of business

2. Brief description of the Company including details of its main line of business and proposed roles and responsibilities in this Project

3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone No:
- (f) E-mail Address:
- (g) Fax No:

4. Details of individual (s) who will serve as the point of contact / communication for TNPA:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Telephone No.
- (e) E-mail address:
- (f) Fax No.

Proforma 3: Technical capability of the bidder (Past Experience in the field of education across India)

1. Past experience in the field of Education:

Sl. No.	Type of School	Total number of branches
1.	Primary Schools	----- No's
2.	Higher Secondary Schools	-----No's
3.	Primary & Higher Secondary Schools	-----No's

Note: The bidder may attach additional sheets, if required.

Proforma 4: Technical capability of the bidder (Past Experience in Operating School)

1. Past experience in operating School:

Sl. No.	Mention name and type of School	Total strength of students
1.		----- No's
2.		-----No's
3.		-----No's

2. Past experience in operating School with hostel

Sl. No.	Mention name and type of School	Total hostellers strength
1.		----- No's
2.		-----No's
3.		-----No's

Note: The bidder may attach additional sheets, if required.

Proforma 5: Technical capability of the bidder (Experience in Govt. Projects)**Project Experience References**

[Formats to be filled for each reference experience / project individually along with verifiable documentary proof]

Please add as many as required to show case the required work experience along with the project values to add up to the requirements.

Involved in projects with Public Sector / Govt. Agencies:

Name of the Project & Location	
Client's Name and Complete Address	
Scope of work carried out by the Bidder	
Contract Value for the Bidder (in INR)	
Contract value of whole project (in INR)	
Date of Start	
Date of Completion	

Supporting documents:

In support of having completed above works attach self-attested copies of the completion certificate from client indicating the name of project, the description of work done by the Bidder, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the Bidder and value of material supplied by the client and escalation amount.

If a work carried out as a Partner in the Joint Venture is included in this Proforma, details of Contract Value should be furnished including information on the extent of Financial participation by the Partner in that work. The proportionate share of the Partner will only be taken into account for assessment of past project experience.

Proforma 6: Operational Performance of the bidder (Pass percentage)

1. Pass percentage of students (10th standard)

Year	Students Appeared	Students Passed
2017-18		
2018-19		
2019-20		

2. Pass percentage of students (12th standard)

Year	Students Appeared	Students Passed
2017-18		
2018-19		
2019-20		

Supporting documents:

Self-declaration to be submitted by the authorized signatory along with relevant supporting documents.

Proforma 7: Operational Capability of the bidder

S.No	Name and type of the school	Pupil-Teacher ratio norms	
1		I-V	
2		VI-VIII	
3		IX-X	
4		XI-XII	

The bidder may provide additional documents as required for every school under the group of schools / trust / society.

Proforma 8: Financial Capability format**Net Worth**

Name of the Bidder	2018-19 (INR Cr.)	2019-20 (INR Cr.)	2020-21 (INR Cr.)

Turnover

Name of the Bidder	2018-19 (INR Cr.)	2019-20 (INR Cr.)	2020-21 (INR Cr.)	Average Turnover (INR Cr.)

Yours faithfully,

(Signature of Authorized Signatory)

Name and Title:

Address of the Bidder:

Note:

2. The single entity Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a) reflects the financial situation of the single entity Bidder;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) corresponds to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Net Cash Accruals shall mean Profit after Tax + Depreciation.
4. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). For societies and trusts, net worth (the "Net Worth") shall mean sum of corpus fund, endowment fund and accumulated reserves and surplus. Net worth of members of the sponsoring body/ promoters can also be included.

Proforma 9: Self Declaration by Bidder

[On the Letterhead of the Bidder]

To,
{Procuring entity},

In response to the RFP Ref. No. _____ dated for {Project Title}, as an Authorized Signatory of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- c) does not have any debarment by any other procuring entity
- d) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- e) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- f) will comply with the code of integrity and all the prevalent regulations and norms of the competent authority in order to execute the defined scope of work during the contract period.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoTN, my/ our bid, to the extent accepted, may be cancelled.

Thanking you,
Name of the
Bidder: -

Authorised
Signatory: - Seal of
the Organization: -

Date: _____ Place: _____

Proforma 10: Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our proposal to RFP for the Project _____ (name of the Project), including signing and submission of the proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

To be executed by all the members individually.

- The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Proforma 11: Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you, the State Police Department, Government of Tamil Nadu, having its office at....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(insert details as per the legal entity of the Bidder) and having its registered office at.....(hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on PPP basis (hereinafter referred to as “**the Project**”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as “Bidding Documents”), we (*Name of the Bank*) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of **all clauses** the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms....., its and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

Proforma 12: Minimum Qualifications for Teachers & Staff

Sl. No	Designation	Minimum Qualification Requirement
1.	Headmaster/ Principal	<ul style="list-style-type: none"> ● Passed Postgraduate or equivalent examination (recognized by UGC) ● Degree or Diploma in Education (General) recognized by National Council of Teacher Education. ● At least ten-year teaching experience of primary / secondary classes in Tamil Nadu State Government or Tamil Nadu Government recognized Schools.
2.	Teachers for below subjects – <ul style="list-style-type: none"> ● English ● Math ● Tamil ● Third Language (if any) 	<ul style="list-style-type: none"> ● Passed Graduate or equivalent examination recognized by UGC with concerned subject as optional subject ● Degree or Diploma in Education (General) recognized by National Council of Teacher Education ● At least two-year teaching experience of primary / secondary classes in the concerned subject in Tamil Nadu State Government or private schools (recognized by AICTE).
3.	Teacher for Science subject	<ul style="list-style-type: none"> ● Passed Graduate or equivalent examination recognized by UGC with at least two subjects as optional subject out of the following subjects: - <ul style="list-style-type: none"> ○ Physics, Chemistry, Zoology, Botany, Micro-Biology, Bio-technology and Bio- Chemistry ● Degree or Diploma in Education (General) recognized by National Council of Teacher Education. ● At least two-year teaching experience of primary / secondary classes in the concerned subject in Tamil Nadu State Government or private schools (recognized by AICTE).
4.	Teacher for Social Science subject	<ul style="list-style-type: none"> ● Passed Graduate or equivalent examination recognized by UGC with at least two subjects as optional subject out of the following subjects: - <ul style="list-style-type: none"> ○ History, Geography, Economics, Political Science, Sociology, Public Administration and Philosophy ● Degree or Diploma in Education (General) National Council of Teacher Education. ● At least two-year teaching experience of primary / secondary classes in the concerned subject in Tamil Nadu State Government or private schools (recognized by AICTE).
5.	Computer Teacher cum Computer lab in charge	<ul style="list-style-type: none"> ● Passed any one of the below qualifications from the recognized university: <ul style="list-style-type: none"> ○ MCA / MSc-IT/CS ○ PGDCA / BCA ○ B. Tech – IT/CS ● At least two-year teaching experience of primary / secondary classes in the concerned subject in Tamil Nadu State Government or private schools (recognized by AICTE).

6.	Physical Education Teacher	<ul style="list-style-type: none"> ● Passed any one of the below qualifications from the recognized university: <ul style="list-style-type: none"> ○ Graduate in Physical Education (B.P.Ed.) ○ Certificate in Physical Education (C.P.Ed.) ○ Diploma in Physical Education (D.P.Ed.) ● At least two-year teaching experience of primary / secondary classes in the concerned subject in Tamil Nadu State Government or private schools (recognized by AICTE).
7.	Administrative Staff / Accountant	<ul style="list-style-type: none"> ● Bachelor's degree (B. com / B.A / B.ED) or equivalent ● At least two-year experience of handling administrative work / accounts for the Tamil Nadu State Government or private schools (recognized by AICTE).
8.	Librarian	<ul style="list-style-type: none"> ● Passed any one of the below qualifications from the recognized university: <ul style="list-style-type: none"> ○ Graduate in Library (B. Lib.) ○ Diploma in Library (D.Lib.)
9.	Lab Assistant	<ul style="list-style-type: none"> ● 12th pass from a recognized Board with concerned subjects.
10.	Clerks	<ul style="list-style-type: none"> ● 12th Pass or equivalent from recognized Board or equivalent Course
11.	Peon	<ul style="list-style-type: none"> ● 8th Pass or equivalent

Note : It is stated that the above qualification is subject to modification as per the latest prescribed norms of the School Education Department, Government of Tamil Nadu

Proforma 13: List of available Infrastructure

Sl. No.	Description of items	To be furnished by
Science Lab with store		
1.	<ul style="list-style-type: none"> ▪ Lab equipment ▪ Lab supplies ▪ Electricity connection and appliances (like fan, lights etc.) ▪ Furniture for students & staff 	Authority
2.	<ul style="list-style-type: none"> ▪ Electricity consumption charges ▪ Lab consumables ▪ Stationary (if required) 	Selected Concessionaire
Computer Lab		
3.	<ul style="list-style-type: none"> ▪ Desktop Computer sets with latest version of licensed software ▪ Electricity connection and appliances (like fan, lights etc.) ▪ Installation of Internet Connection ▪ Furniture for students & staff 	Authority
4.	<ul style="list-style-type: none"> ▪ Electricity consumption charges ▪ Bandwidth cost ▪ Stationary (if required) 	Selected Concessionaire
Library / Reading Room		
5.	<ul style="list-style-type: none"> ▪ Books supplies ▪ Electricity connection and appliances (like fan, lights etc.) ▪ Any other essential items ▪ Furniture for students & staff 	Authority
6.	<ul style="list-style-type: none"> ▪ Electricity consumption charges ▪ Bandwidth cost (if any) ▪ Stationary (if required) 	Selected Concessionaire
Classrooms		
7.	<ul style="list-style-type: none"> ▪ Electricity connection and appliances (like fan, lights etc.) ▪ Green Board ▪ Dustbins ▪ Furniture for students & teachers 	Authority
8.	<ul style="list-style-type: none"> ▪ Electricity consumption charges ▪ Stationary ▪ Bandwidth cost (if any) 	Selected Concessionaire
Sports Room		
9.	<ul style="list-style-type: none"> ▪ Electricity connection and appliances (like fan, lights etc.) ▪ Sports equipment / material ▪ Furniture 	Authority
10.	<ul style="list-style-type: none"> ▪ Electricity consumption charges 	Selected Concessionaire

Staff Room		
11.	<ul style="list-style-type: none"> ▪ Electricity connection and appliances (like fan, lights etc.) ▪ Drinking water facility ▪ Furniture for staff 	Authority
12.	<ul style="list-style-type: none"> ▪ Electricity consumption charges 	Selected Concessionaire
Office furniture & materials		
13.	<ul style="list-style-type: none"> ▪ Drinking Water facility ▪ Furniture for staff ▪ Installation of CCTV Cameras with DVR facility ▪ Urinal ▪ Lavatory ▪ Biometrics Attendance System for Staff members & students 	Authority
14.	<ul style="list-style-type: none"> ▪ Electricity consumption charges ▪ Materials & Supplies ▪ Website development, hosting and maintenance charges ▪ Bandwidth & maintenance charges for CCTV ▪ Bandwidth & maintenance charges for Biometric Attendance system ▪ First Aid kit ▪ Notice Board & Display Board ▪ Transport Infrastructure (like buses, autos) 	Selected Concessionaire
Miscellaneous		
15.	Fire Extinguisher and Fire safety equipment	Authority
16.	Sanitary Dispenser	
17.	Sanitary Incinerator	
18.	Urinals	
19.	Lavatory	
20.	Water tank motor & drinking water facility	
21.	Bathroom Mirrors	
22.	Music equipment	

Note: The above list is just indicative of the available infrastructure.

Proforma 14: Financial bid format**1. Fee structure for Police Public School (PPS) proposed by the bidder**

Fee Structure		
Class	PPS (Public ward Fee in Rs.)	PPS (Police Ward Fee in Rs.)
LKG		
UKG		
I		
II		
III		
IV		
V		
VI		
VII		
VIII		

The maximum amount of fee that a bidder can claim as per the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2019 is provided in the GO. The bidder can attach additional sheets as may be required.

2. Miscellaneous Charges* proposed by the bidder

	Annual Books & Activity Charges*	Registration Charges**
Charges Per Student basis (in Rs.)		

***Books & Activity Charges includes cost of** – Notebooks, Textbooks, Stationary, T-Shirts / Bloomers, One-day carnival, Supplementary educational products (Mathematics, Theatre, Problem Solving Workshops, English, Tamil etc.), Olympiad exams, Sports day, Annual day expenses etc.

****Registration charges are one-time charges payable at the time of admission.**

3. Calculation of Income and expenditure

	Year 1	Year 2	Year 3	Year 4	Year 5
Academic Year	2022-23	2023-24	2024-25	2025-26	2026-27

Classes					
No. of Sections					
Capacity					
No. of Students					
Capacity Utilization					
Number of Teaching Staff					
Number of Non-teaching Staff					

Revenues (in Rs.)					
	2022-23	2023-24	2024-25	2025-26	2026-27
Annual Fees – Public Quota					
Annual Fees – Police Quota					
Book & Activity charges					
Registration Fees					
Total Revenue					

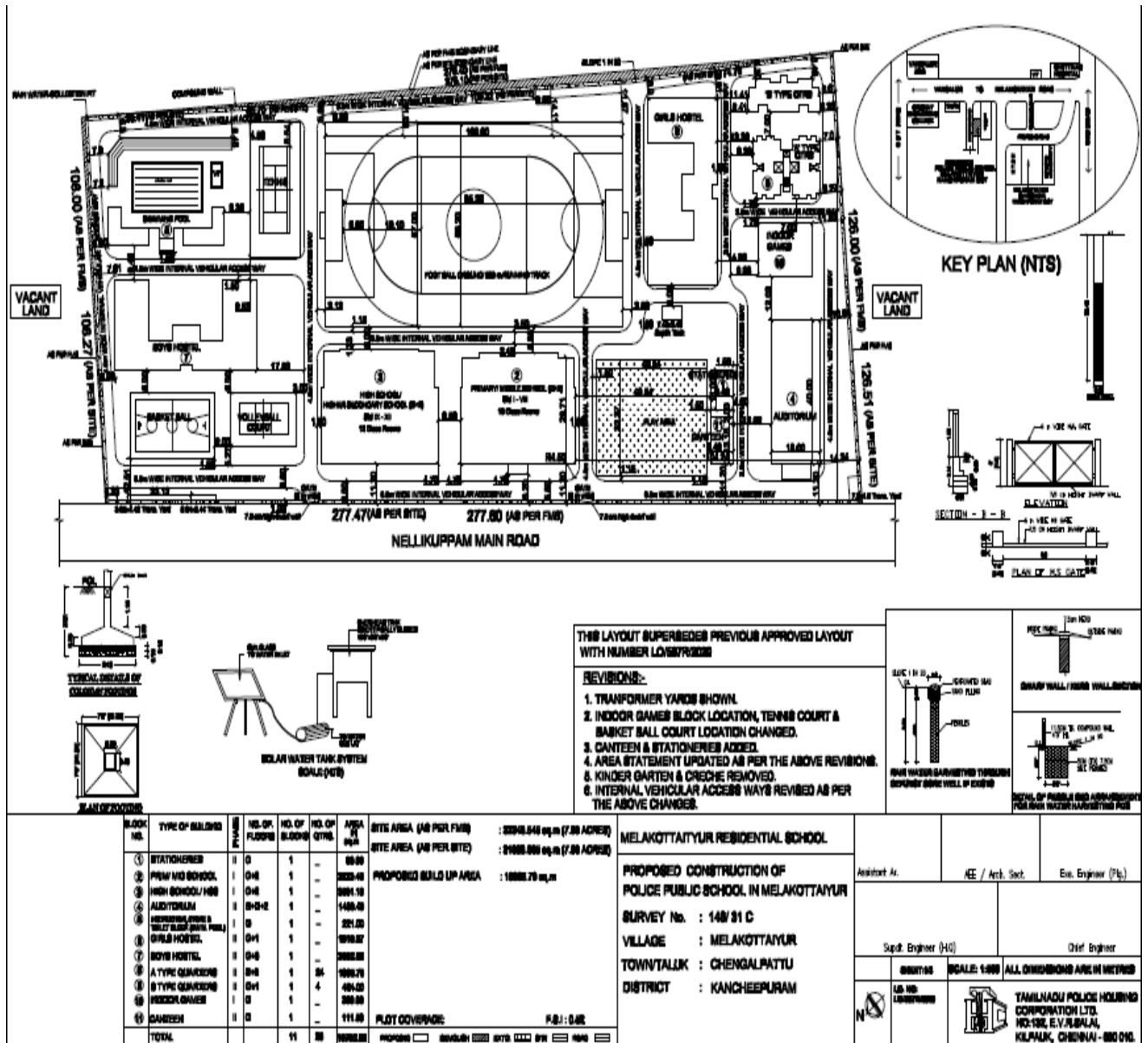
Expenses (in Rs.)					
	2022-23	2023-24	2024-25	2025-26	2026-27
Salaries					
Educational Expenses					
Office Consumables					
General expenses					
Other Admin Expenses					
Contingency Expenses					
Management Fee					

Viability Gap Funding Sought

	2022-23	2023-24	2024-25
Deficit / Surplus – Gap funding from PPSS (in Rs.)			
Total Gap funding from PPSS in three years (in lakh Rs.)	Rs. _____ (in words)		

The bidder can attach additional financial working sheets as may be required.

Layout of Police Public School



Volume II



Concessionaire Agreement

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This Agreement made on this the _____ day of _____ 2022 (this “**Agreement**”).

Between

POLICE PUBLIC SCHOOL SOCIETY, a body corporate registered under the Societies Registration Act, 1860, having its registered office at _____, represented by its Director, Tamil Nadu Police Academy (hereinafter referred to as “**Authority**”) which expression shall include their respective successors and permitted assigns) of the **PART A**.

And

In case Selected Bidder is a Registered Company:

M/s [•] Limited, a company duly registered and incorporated under section 8 of the Companies Act, 1956 (or Companies Act, 2013) bearing CIN [•] and having its registered office at [•] acting through [•], Director/Managing Director/Manager/Authorised Signatory (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **PART B**;

OR

In case Selected Bidder is a Registered Society:

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

OR

In case Selected Bidder is a Registered Trust:

M/s [•], a trust duly registered and incorporated under the provisions of the Indian Trusts Act, 1882 (or the relevant trust act) bearing registration number [•] and having its registered office at [•] acting through [•], Manager/Trustee duly authorized vide a resolution dated [•] passed by its governing body (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **PART B**

(hereinafter the Authority and the Concessionaire shall be referred individually as “Party” and collectively as “Parties”)

WHEREAS:

- A.** The State Police started a Police Public School at Melakottaiyur, Chengalpet District from 2018 (“School”). Presently, the School is functioning from the 1st standard to the 5th standard.
- B.** The School will have students in the ratio of 50 % consisting of wards of Police Quota and 50% from the Public Quota. The fee chargeable to students will be in the ratio of

1:2.5 for Police Quota and the Public Quota respectively.

- C. Presently the School is run by teachers deputed from the School Education department on a duty basis. However, the State Government has decided to involve a reputed educational institution as an Concessionaire with a focus to bring organizational efficiency, innovation and accountability to improve the overall education quality (“**Project**”).
- D. The Government has upgraded the primary school infrastructure to senior secondary school (till Class 12th) along with additional facilities like residential school complex - Hostel & Staff quarters etc. The expansion of such infrastructure is expected to complete shortly by the Authority.
- E. The Police Public School Society is created for the purpose of establishing and maintaining one or more schools for the benefit of the wards of serving and retired Police personnel, Fire & Rescue Services personnel, Prison Department personnel, Forest Department personnel of Tamil Nadu, and the children of Ministerial staff of the above four departments.
- F. The Police Public School Society had accordingly floated a Request for Proposal on xx/xx/xxxx (“RFP”) inviting Bids from interested Bidders for the Management, Administration and Maintenance of the Police Public School at Melakottaiyur in Tamil Nadu on Public Private Partnership (PPP) Basis.
- G. After evaluation of the Bids received in response to the RFP, Police Public School Society accepted the Bid of the and issued a Letter of Intent bearing No. [***] dated [***] (herein “LOI”) to the bidder to intimate in writing, its acceptance of the LOI in the form of a letter of acceptance (hereinafter referred to as ‘**LOA**’).
- H. In accordance with the provisions of the RFP, the Bidder has submitted its LOA dated [****] accepting to operate and manage the School.

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:

1.1 Introduction

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

1.2 Definitions

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

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

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

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

“Applicable Laws” means all laws, brought into force and effect by Government of India (GoI) including rules, regulations and notifications made there under or which may come into force during the pendency of this Concessionaire Agreement, and judgments, decrees, injunctions, writs and orders of any court of record, which will be applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

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

“Authority” means Director General of Police, HoP For The Director, TNPA or Deputy Director (Admn) Tamil Nadu Police Academy or Police Public School Society including its successors or substitutes or any other organization authorized to act as the Authority by the Government of Tamil Nadu from time to time;

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

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

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

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

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

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

“Change in Ownership” means:

- (a) where the Concessionaire is a company incorporated under the Companies Act, 2013, a transfer of the direct and/or indirect legal or beneficial ownership or control of not less than 25% (twenty five percent) of the total Equity of the Concessionaire or acquisition of any control, directly or indirectly, of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him;
- (b) where the Concessionaire is a trust, change in composition of the board of trust, change in composition of the board of trustees, or such other governing body of the Concessionaire which is entrusted with the management of the affairs of the Concessionaire by virtue of its trust deed, such that not less than not less than 40%(forty percent) of the members of such body as of the date of this Agreement have been replaced or substituted by any other person or persons; and
- (c) where the Concessionaire is a society, acquisition of control, directly or indirectly, of the governing council or management committee or such body of the Concessionaire, which is entrusted with the management of the affairs of the Concessionaire under its rules, bye-laws and regulations, by any other person or persons;

“Concession Period” shall have the meaning as set forth in Clause 2.6;

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

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

“Fee” means all the fees and charges levied on and payable by a student, in accordance with the provisions of this Agreement, Applicable Laws and relevant affiliating Board/ competent authorities/ Government of India/ State Administration Guidelines;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning as set forth in Clause 11;

“Government” means the State Government;

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

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

“Police Quota” means direct wards (son / daughter / grandson / granddaughter) of serving & retired employees of the State Police Department, Prison department, Fire & Rescue Services Department, Forest Department and children of ministerial staff of the above-mentioned departments;

“Public Quota” means wards of general public except for Police Quota;

“Project Execution Plan” shall mean the plan which includes a site map and an inventory of buildings, land and other assets being handed over to the Concessionaire by the Authority.

“Rs.” Or **“Rupees”** or **“Indian Rupees”** means the lawful currency of the Republic of India;

“Selection Committee for Police Quota” means the committee nominated by the Authority to select students for admission under Police Quota;

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

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

“School Operations Committee” shall have the meaning as set forth in Clause 5.1;

“Statutory Auditors” means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013 including any statutory modification or re-enactment thereof, for the time being in force.

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

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

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

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

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

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

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

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

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

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

“Termination” means the expiry or termination or partial termination of this Agreement and the concession hereunder, as set forth in Clause 11.2; Partial termination shall mean rescinding or termination of the Agreement in respect of one or more of the schools, without affecting the Agreement qua the remaining schools.

1.3 Interpretation:

1.3.1 In this Agreement:

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

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

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

1.3.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

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

1.4 Priority of Agreements, Clauses and Schedules

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

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

- 1.4.2 Subject to the provisions of Clause 1.3.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- (a) Between two or more clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses;
 - (b) Between the clauses of this Agreement and the schedules, the clauses shall prevail and between schedules and annexure, the schedules shall prevail;
 - (c) Between any two schedules, the schedule relevant to the issue shall prevail;

2. SCOPE OF WORK

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

2.1 Conditions Precedent

- 2.1.1 Upon receipt of LoA, the Concessionaire shall submit, within 15 days, Performance Guarantee to the Authority, in accordance with the provisions of Clause 10.
- 2.1.2 Upon the Concessionaire providing Performance Guarantee to the Authority, both parties shall undertake joint inspection of the School Sites to be handed over. The joint site report should be in triplicate and should include a site map and an inventory of buildings, land and other assets being handed over to the Concessionaire by the Authority.
- 2.1.3 The right to use existing school buildings, inventoried assets and right to use the land and all relevant records of the School shall be handed over after the end of the previous Academic Year.

2.1 General Operations

- 2.2.1 The Concessionaire shall be liable to incur all the recurring costs in terms of salary of staff, consumables, electricity, transportation cost, maintenance of school infrastructure etc. as required for the proper functioning of the institutions. All the taxes and levies, if any shall be borne by the Authority.
- 2.2.2 The Concessionaire shall have operational autonomy on all aspects of running the school but will have to transparently disclose these to Authority.
- 2.2.3 The School will be affiliated to the State Board with Co-Education system with English as the medium of instruction. The school would operate in 1 shift every day and would have 50 % students from Police Quota and rest 50 % of the students from Public Quota. In case percentage of Police Quota students result into a fraction, the next integer would be considered as Police Quota students.
- 2.2.4 The School shall have LKG to VIIIth Standard with two sections each and the examination would be held as per the Tamil Nadu State Board / Tamil Nadu Government regulations.

- 2.2.5 A set of Key Performance Indicators (KPIs) have been identified to ensure quality of operation, and envisaged outcome. There would be monetary penalties levied in case of non-achievement of KPIs
- 2.2.6 During the ten (10) years period of Concession (“**Concession Period**”), the Concessionaire shall propose to add additional courses like vocational education courses, career counseling, soft skill programmers etc. depending on the demand of the course with the prior written permission of the Authority. The revenue generated through all such activities shall be considered as part of the school operational revenue.
- 2.2.7 The Concessionaire shall operate other short-term / vocational trainings under various state or central funded schemes or other academic activities to enhance the revenue. The Concessionaire shall utilize the existing School Infrastructure and equipment for conducting such programs. Prior permission must be obtained from the Authority for such interventions. The Authority shall have the complete right to pause or stop these kinds of programs at any stage. However, these programs should not affect the regular operation of the school and preferably, run outside of the regular school hours or in vacant slots.
- 2.2.8 The Concessionaire shall not be allowed to subcontract the daily operations of the institution and can't operate the institution through franchisee agreement or otherwise.
- 2.2.9 The Concessionaire shall not have any legal claim or right over movable and immovable property of the School at any point of time during the Concession Period.
- 2.2.10 The program and shifts to be conducted as per applicable Tamil Nadu State Board syllabus prescribed by the regulatory authorities.
- 2.2.11 The teaching and non-teaching staff for the School will be appointed by the Concessionaire in accordance with Clause 5 of this Agreement and they shall have no claim relating to service or other governmental rights / benefits from the Government.
- 2.2.12 The Government will not have any liability towards staff appointed by the Concessionaire. For avoidance of doubt, it is expressly agreed that teachers and staff shall be the employees of the Concessionaire and under no circumstances shall be accepted as government employees nor shall have any rights to regularization against any government posts, during and after the Concession Period.
- 2.2.13 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.

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

2.2.15 Day-to-day Operations of the school will be done by the “**School Operations Committee**” consisting of the following members:

3 members from the Concessionaire

1. Secretary of the ‘Trust’,
2. School Principal and;
3. Member nominated by the Concessionaire

2.2.16 “**School Monitoring Committee**” consisting of the below members will be constituted to oversee the school operations and ascertain compliance to Concessionaire agreement. The committee will meet annually and submit its report to the Annual General Body Meeting. The committee may also conduct surprise checks,as when required.

1. Director ,TNPA
2. Inspector General of Police(Training)
3. Deputy Director (Training)
4. A Deputy Superintendent of Police nominated by the Director ,TNPA

2.2.17 “**School Infrastructure Inspection Committee**” consisting of the following members will be constituted for conducting inspection of the school Buildings and other infrastructure maintenance etc.,in compliance with Concessionaire agreement. The Committee will conduct inspection annually and submit its report to the Annual General Body Meeting.The committee may also conduct surprise checks,as when required.

1. Director ,TNPA
2. Deputy Director .Admin
3. Superintending Engineer , TNPHC
4. Superintending Engineer ,PWD
5. Professor in Civil Engineering from College of Engineering,Guindy

2.3 Executive Committee

2.3.1 The Executive Committee of the School will be the final authority to decide all policy matters in the formation, establishment and day-to-day functioning of the School. The Executive Committee of the School is constituted with the following officials:

- j) Additional Chief Secretary to Government, Home, Prohibition and Excise Department (President)
- k) Principal Secretary to Government, School Education Board, Chennai (Vice President)
- l) Director-General of Police & Head of Police Force, Chennai (Member Secretary)
- m) Director-General of Police, Training, Chennai (Joint Secretary)

- n) Director, Tamil Nadu Police Academy (Treasurer)
- o) Additional Director-General of Police (Administration) (Member)
- p) Additional Director-General of Police (Welfare) (Member)
- q) Director of School Education (Member)
- r) Financial Controller, Office of the Director-General of Police, Chennai (Member)

3. Students Admission

- 3.1 All Students enrolled at the time of handing over to the Concessionaire shall continue to remain enrolled therein.
- 3.2 The Students admitted in the School would either be through Police Quota or Public Quota – paying the fees at the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2019.
- 3.3 The Concessionaire shall give preference to the wards of the police personnel up to 50% quota.
- 3.4 The Authority shall be responsible to perform due-diligence and required procedures to shortlisted students for admission to School under Police Quota. After evaluation by the Selection Committee, a list of selected students would be sent to the Concessionaire for admission in Police Quota. The Concessionaire shall follow the admission procedures for all Students as per the Right to Education (RTE) guidelines / State Government norms and the guidelines as mentioned in the subsequent sections.
- 3.5 The Concessionaire shall prioritize the admissions requests received from the Authority, under Police Quota which constitute the direct wards (son / daughter / grandson / granddaughter) of serving & retired employees of the State Police Department, Prison department, Fire & Rescue Services Department, Forest Department and children of ministerial staff of the above-mentioned departments.
- 3.6 All the existing admission rules and regulations would be followed for both the Police Quota and Public Quota candidates. Any changes in the Right to Education (RTE) guidelines / State Government admission norms for admissions in School shall be adhered to and put into immediate effect.
- 3.7 The Concessionaire shall devise a transparent procedure to select the candidates falling within the 50 % Public Quota for which the fee structure would be different from the fee structure available for the Police Quota.
- 3.8 Depending on the vacancy situation, the Concessionaire shall also consider the admission request of wards of police staff that are transferred in the middle of the academic year.
- 3.9 Any Government Orders with regard to reservation will be followed as per the existing norms. Any changes in the norms shall be adhered to and put into immediate effect

by the Concessionaire.

- 3.10 In case the Authority is unable to fill the Police Quota students in the School, then the Concessionaire shall fill the gaps by admitting as Public Quota Students after following applicable counselling process and obtaining necessary approvals from the Director, TNPA and the fee shall be charged as per Public Quota fee;
- 3.11 In case the Concessionaire is unable to fill the Public Quota Students in the School, then the Director-TNPA may fill the gap by admitting the wards of uniformed services personnel under Public Quota students after following applicable procedures and the fee shall be charged as per Public Quota fee;
- 3.12 The Concessionaire shall be required to ensure that the courses are conducted irrespective of the number of students admitted in a unit / branch. In case there is a delay in the commencement of classes from the date as specified by the Authority, it may be considered a breach of agreement unless otherwise decided differently by the Director-TNPA.
- 3.13 The other admission criteria like minimum age, qualification etc. shall be as per the norms and guidelines of the Government of Tamil Nadu(GoTN).

4. Student Fees

- 4.1 The Concessionaire shall operate the Police Public School with the Police / Public fees ratio of 1:2.5. The Student fees would be as per the guidelines issued by Admission & Fee Regulatory Committee, Government of Tamil Nadu. The fee shall be fixed as per the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2019.
- 4.2 The Concessionaire shall not be allowed to charge any other fee apart from the applicable tuition fees, One time registration fees, Books & activity fees and Prospectus & application fees, agreed at the time of signing of this agreement, from the Students. In case it is derived by the Director, TNPA that additional charges have been collected from students, then the matter may be considered as a breach of Agreement and appropriate action may be taken.

5. Appointment and Performance of Teaching and Non-Teaching Staff

5.1 Appointment of Staff Members

- 5.1.1 The Concessionaire shall appoint teaching and non teaching staff with the intimation to the Authority as prescribed in this Agreement (hereinafter 'Minimum Mandatory Standards for Teaching and Non-Teaching Staff'). However, if the Board 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 Affiliation.

- 5.1.2 The Concessionaire shall have autonomy in all internal operational decisions including teacher selection, retention, salaries, and bonuses, subject to strict adherence to the norms of the Government and all relevant applicable rules/laws.
- 5.1.3 The Government will not have any liability towards staff appointed by the Concessionaire. For avoidance of doubt, it is expressly agreed that teachers and staff shall be the employees of the Concessionaire and under no circumstances shall be accepted as government employees nor shall have any rights to regularization against any government posts, during and after the Concession Period.
- 5.1.4 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.
- 5.1.5 Any appointment by the Concessionaire for providing of any services teaching or otherwise shall expressly set out the above conditions.

5.2 Training of Teachers

- 5.2.1 The School shall at all times procure and ensure the training of all teachers in accordance with directions of Directorate/ Government, directions of the Board of Affiliation and Good Education Practices.
- 5.2.2 The Concessionaire shall ensure participation of its teachers in the training programmes conducted by the Director of School Education from time to time.

5.3 Attendance of Staff

- 5.3.1 The Concessionaire shall ensure that attendance of all staff members is recorded through a web enabled online Biometrics Attendance system, and reports shall be submitted on every Quarter as a consolidated statement.
- 5.3.2 In case of non availability of electricity connection / internet services, exceptions may be made to the condition by the Authority on case-to-case basis, on receipt of written request from the Concessionaire.

6. Obligations of the Concessionaire

- 6.1 The Concessionaire shall be responsible to operate and professionally manage & maintain the "Police Public School" at Melakottaiyur on PPP basis for a minimum period of 10 years. The School shall function under the Tamil Nadu State Board curriculum from LKG to VIIIth Standard (with two sections each) for the academic

year 2021-2022.

- 6.2 The Concessionaire shall operate the School with the Police / Public fees ratio of 1:2.5. The fees structure proposed by the Concessionaire shall be reviewed and approved by the Government.
- 6.3 Fee Structure:
The Concessionaire shall be responsible to fix the fee structure for the wards of General Public as well as for the wards of the Police in the following manner:
- 6.3.1 The Concessionaire shall ensure that for the wards of Public Quota - At the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009.
- 6.3.2 The Concessionaire shall also ensure that for the wards of Police Quota (serving and retired employees of the Police departments) - At 40 % of the rates fixed by the Private Schools Fee Determination Committee under the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009.
- 6.4 The Concessionaire shall make the necessary investments in terms of operational expenditure to be incurred for running the smooth operations of the School.
- 6.5 The Concessionaire shall ensure that no material modifications to the School, save and except where such modifications are in conformity with the Project Execution Plan and approved by the Authority.
- 6.6 The Concessionaire shall obtain and keep effective all necessary affiliations, approvals, certification, permits, licenses and insurance policies as required to run the School operations.
- 6.7 The Concessionaire shall possess the right to collect fees from the Students which includes the admission fee, tuition fee, any other administrative charges as approved under the norms and agreed during the signing of this Agreement.
- 6.8 The Concessionaire shall also examine the possibility of utilizing the school premises for meaningful purposes after school hours.
- 6.9 In case of any further expansion of the police public school in future, the terms & conditions of this Agreement shall be binding to both the Parties.
- 6.10 The Concessionaire shall undertake the responsibility for operation, maintenance and management of the school in accordance with applicable laws (including environment laws), safety requirements/ security obligations and best industry practices. Operate the school (in conformance with the extant laws including those under the State Government rules & regulations) and take the responsibility of the daily functioning of the institution by incurring the recurring costs. To bear and pay all expenses, costs and charges incurred in relation to the functioning of the school (including liabilities relating to salaries and operational expenses).
- 6.11 The Concessionaire shall hire duly qualified teaching staff members including

Principal, Vice-Principal, teachers, trainers etc. as per the norms of the regulatory bodies and arrange for their payment, boarding, lodging and transport.

- 6.12 The Concessionaire shall be liable to share monthly MIS and quarterly financial statements including the Profit & Loss Statement, Cash flow statement and Balance sheet. The financial statement needs to be certified by the Statutory Auditor of both the parties.
- 6.13 The Concessionaire shall recruit other duly qualified administrative & supporting staff as required for smooth functioning of the school (such as curriculum development, operation, training and maintenance etc.) and arrange for their payment, boarding, lodging and transport. Qualification of the staff would be as per the norms of regulatory bodies.
- 6.14 The Concessionaire shall adhere to the KPIs as mentioned as below,

Sl. No.	Key Performance Indicator	Penalty
1	<u>On-time commencement of School Operations:</u> Delay in commencement of school operations from scheduled commencement date as mentioned in the LOA / Concessionaire Agreement	0.01% of the performance security for each Day's delay
2	<u>Availability and Non-Availability of teaching staff:</u> Non-availability of teaching/ non-teaching staff beyond a period of 30 days continuously (excluding period of summer vacations) in a given Academic Year.	For each day of non-availability of teaching/ non-teaching staff beyond a period of thirty (30) days continuously in a given Academic Year, excluding period of summer vacations, a penalty of Rs. 5,000/- per day for each such day of non-availability shall be levied. For the avoidance of doubt, non-availability of the first thirty (30) days shall not be penalized. Thereafter, the penalty shall be levied for every day of non-availability, for the period of non-availability beyond thirty (30) days continuously.
3.	<u>Exam Results</u> The average overall result should be more than 80% in the Board Examinations. The dropout rates shall be less than 10%.	

Sl. No.	Key Performance Indicator	Penalty
	<p>The repetition rate shall be less than 3% for a class in a year.</p> <p>Any increase in the pass percentage or learning outcome by 5% over and above the agreed performance indicator will be rewarded by 2% increase in the total annual payment. Similarly 2% deduction from the total annual payment will be made for every 5% decrease in the Key Performance Indicators prescribed.</p> <p>The Concessionaire shall be required to ensure participation of the School, in any assessment, prescribed by the Authority from time to time.</p> <p>For the purpose of calculating the percentage of students, only those students who complete 50% and above attendance shall be considered.</p> <p>For the avoidance of doubt, the Concessionaire shall have to meet the Minimum Standards of Performance prescribed above for each school.</p> <p>Penalties shall also be levied for the school separately.</p> <p>The penalties prescribed in this clause shall begin to be levied on the basis of academic outcome of Academic Year 2025-2026.</p> <p>The amount of penalties shall be escalated every year based on increase in CPI of the preceding Financial Year.</p> <p><u>Exam Results Awards and Honours</u></p> <p>The Concessionaire shall regularly encourages and nominate its students for state and National awards, scholarships and honors recognized by National or state level organizations (the “Recognized Awards”). Such awards shall be evidenced by submission of a copy of appropriate certificate issued by the relevant National or state level organization for each student, 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</p>	

Sl. No.	Key Performance Indicator	Penalty
	<p>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 State Administration or which has been created under a State law.</p> <p>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.</p>	
4.	<p>An Annual Evaluation of performance of school handed over to the Concessionaire shall also be done by a third party engaged by the Authority ("Third Party Assessor") with respect to the KPI as prescribed herein as well as on other parameters prescribed in this Agreement. In such evaluation, the Third Party Assessor shall vet the report /findings of the State Level Assessment Committee or the Executive Committee.</p> <p>The Concessionaire shall make available to such Third Party Assessor, all the records/documents/ registers/other material as may be sought by the State Level Assessment Committee for the purpose of this annual evaluation.</p> <p>The Concessionaire shall permit such Third Party Assessor to inspect the premises/ interact with the students and members of the staff as per their requirement for conducting this annual evaluation.</p> <p>The Third Party Assessor shall carry out this annual evaluation after the end of each Academic Year, after the receipt of the District Level Assessment Committee report.</p>	

Sl. No.	Key Performance Indicator	Penalty
	<p>The Third Party Assessor shall submit its report to the Authority and one copy thereof to the Concessionaire.</p> <p>The failure of the Concessionaire to maintain prescribed KPI prescribed in this Agreement shall invite penalty for each instance of failure as per provisions of the Agreement.</p> <p>In case of premature Termination of Agreement, Third Party Annual Evaluation shall be undertaken during the Termination Notice period as provided hereinabove.</p> <p>The Third Party Assessor will be nominated from the year 2025 – 2026 and they will do the assessment for every three years thereon.</p>	
5.	<p>Proper maintenance of school building and other infrastructure</p> <p>Annual inspection of the Building and other infrastructure to be done by a school inspection committee from the 4th(Fourth) year</p>	Rs,10000 per month.

- 6.15 The Concessionaire shall take responsibility of safeguarding the School Premises in terms of land, building, equipment etc. once the land and building are handed over by the Authority.
- 6.16 The Concessionaire shall establish a website for the rules, policies and information relating to the management, admissions, operations and performance of the school. The management information system (MIS) module of the website should be regularly updated. Regular MIS (as approved by the Authority) shall be provided by the concessionaire on periodic basis. The Authority will also be provided access to this MIS.
- 6.17 The Concessionaire shall not raise concerns and allow the Authority to install CCTV Camera system at the specific points in the School to monitor the safety and security of the students and deployed staff. Also, the Concessionaire shall be liable to bear the operational cost to run the CCTV system which includes but not limited to bandwidth cost, regular O&M cost etc.
- 6.18 During the Concession Period, the Concessionaire shall operate and maintain the School infrastructure at its own costs in accordance with this agreement either by itself, or any third party if required to modify, repair or otherwise make improvements

to the school infrastructure to comply with the provisions of this agreement, Applicable Laws and applicable permits, and conform to specifications and standards, good industry practice and Good Education Practice. The obligations of the Concessionaire hereunder shall include:

- (a) Ensuring smooth and uninterrupted operation of the School Infrastructure and associated facilities during normal operating conditions;
- (b) Making the School Infrastructure available for use of Students;
- (c) Minimizing disruption to school activities in the event of accidents or other incidents affecting the safety and use of the school infrastructure by providing a rapid and effective response and maintaining liaison with medical emergency services from hospitals in the near vicinity of School Premises;
- (d) Undertaking routine maintenance including prompt repairs of the School Infrastructure;
- (e) Undertaking minor maintenance such as, repair or replacement of furniture, teaching aids, equipment and other facilities and amenities of the School on prior approval of Authority.
- (f) Preventing with the assistance of the concerned law enforcement agencies/ private security guards, any encroachments on, or unauthorized entry to the School Premises;
- (g) Protection of the environment and provision of equipment and materials thereof;
- (h) Operation and maintenance of all systems and equipment necessary for the efficient operations of the School and for providing quality education;
- (i) Complying with safety requirements in accordance with the relevant Guidelines/ rules/ Applicable Laws;
- (j) Maintaining punctuality and reliability in operating the school infrastructure;
- (k) Maintaining a high standard of cleanliness and hygiene in the school; and
- (l) Maintaining the class rooms, laboratories, library and other facilities and amenities in the School in accordance with the provisions of this Agreement, relevant guidelines and Good Education Practice;
- (m) Provided further any such obligation under this Clause shall not involve any financial burden on the Authority or State Government.

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

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

- 6.21 The Concessionaire shall ensure safe conditions for the students, visitors and staff, and in the event of unsafe conditions, structural damages and accidents, it shall follow the relevant operating procedures and undertake the safe removal of obstruction, debris and dangerous spills and leakages without delay. Such procedures shall conform to the provisions of this agreement, Applicable Laws, Applicable Permits and good Industry/ Ethical Practices.
- 6.22 The Concessionaire's responsibility for rescue operations in the school premises shall include safe evacuation of all students, visitors and staff from the affected area as an initial response to any particular incident requiring evacuation and shall also include prompt and safe removal of dangerous spills, leakages, debris or any other obstruction, which may endanger or interrupt the smooth, safe and efficient functioning of the School.
- 6.23 The Concessionaire shall abide by the provisional safety guidelines are provided in Schedule C. The list of activities therein is only indicative and not exhaustive.
- 6.24 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the school infrastructure , the Concessionaire shall be entitled to de-commission and close the whole or any part of the school, as the case may be, to students, visitors, and staff for so long as such emergency and the consequences thereof warrant: provided that such de-commissioning and particulars thereof shall be notified by the Concessionaire to the Authority without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.
- 6.25 The Concessionaire shall re-commission the school infrastructure or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have abated as to enable the Concessionaire to re-commission the school infrastructure and shall notify the Authority of the same without any delay.
- 6.26 Any decommissioning or closure of any part of the School Infrastructure and the re-commission thereof shall, as soon as practical, be brought to the notice of affected persons by the means of public announcements/notice.
- 6.27 Save and except as otherwise expressly provided in this agreement, in the event that the School Infrastructure or any part thereof suffers any loss or damage during the concession period from any cause whatsoever, the Concessionaire shall, and its cost and expense, rectify and remedy such loss or damage forthwith so that the School Infrastructure conforms to the provisions of this Agreement.
- 6.28 In the event that the Concessionaire undertakes maintenance or repair of any section of a School during working hours, the Concessionaire shall ensure that all safety precautions are taken and that regular activities of the School shall not get affected.

- 6.29 The Concessionaire shall notify the Authority of any required modifications to the school Infrastructure along with particulars thereof and authority shall have reasonably considered the comments received and shall commence the work if required.
- 6.30 For the avoidance of doubt, the parties agree that all modifications made here under shall comply with the safety requirements specifications and standards, Applicable Laws, good industry practice and the provisions of this agreement. The Parties further agree that the provisions of this Clause shall apply only to material modifications involving structural changes in the School Infrastructure.
- 6.31 The Concessionaire shall undertake commercial advertising or display or hoarding at any place in the school premises/Departments of Police, Prison, Fire service and Forest.

7. Obligations relating to change in ownership of the Concessionaire

- 7.1 The Concessionaire shall not undertake or permit any change in ownership except with the prior written approval of the Authority.
- 7.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:
- (a) All acquisitions of equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer or the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% or more of the total equity of the Concessionaire;
 - (b) Acquisition of any control, directly or indirectly, of the Board of Directors of the Concessionaire by any person, either by himself or together with any person(s) acting in concert with him;
 - (c) Change in composition of the Board of Trustees or such other governing body of the Concessionaire which is entrusted with the management of the affairs of the Concessionaire by virtue of its Trust Deed, such that 40% or more of the members of such body, as of the date of this Agreement are to be replaced or to be substituted by other persons, except when such substitution occurs on account of the death of a member; or
 - (d) Acquisition of any control, directly or indirectly, of the governing council or management committee or such body of the Concessionaire, which is entrusted with the management of the affairs of the Concessionaire under its Rules, Bye-laws and Regulations, by any other person(s).
- 7.3 The Concessionaire shall constitute a Change in Ownership requiring prior approval of the Authority, the decision of the Authority in this behalf being final , conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of equity or control of the Board of Directors , change in composition of the Board of Trustees or acquisition of any control of the governing Council or management committee, as the case may be, of the Concessionaire without such prior approval of the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from

any liability or obligation under this Agreement.

8. Obligations of the Authority

- 8.1 Provide infrastructure in terms of building infrastructure, fully furnished building, furniture for students and staff, equipment etc. to the Concessionaire and attend any major breakdown / maintenance of the above items; provided the breakdown / maintenance of the item is due to its natural wear & tear or end of life.
- 8.2 Facilitate the admissions of all students under Police Quota as mentioned in the above section.
- 8.3 Provide necessary permissions to the Concessionaire to permit the operation of the school under the state board curriculum after following due procedures.
- 8.4 Review & provide necessary approvals regarding the fees structure proposed by the concessionaire.
- 8.5 Facilitate application for necessary affiliations for the school within the specified time as per the State Govt. guidelines.
- 8.6 Issue directives related to various aspects of the operation and norms, as required and constitute a committee for continuous monitoring of the operation of the Police Public School.
- 8.7 Facilitate relevant permissions to the concessionaire from the School Education and other Govt. Departments on priority basis to enable the functioning of the Police Public School from LKG to VIII th Std.
- 8.8 Provide for agreed viability gap funding (VGF) to the Concessionaire, as per the Concessionaire's RFP financial bid, for the effective operation of the Police Public School. The VGF will only be permissible to the Concessionaire if the expenditure to operate the school exceeded than the revenue generated from the school operations and it will only be permissible for the first three years (maximum limit) from the start of school operations. The viability gap funding shall be subjected to budgetary control and the release of funds under the viability gap funding to the School shall be made on quarterly basis.
- 8.9 During the entire period of the contract, the assets (movable & immovable) of the school will belong to the Authority and the Concessionaire at no point will claim any stake over these assets belonging to the Government.
- 8.10 The decisions taken by the "Fee Determination Committee" of the Government will be binding on the Police Public School.
- 8.11 All police and related department admission applications will be scrutinized by the Authority. The Authority will perform due-diligence and required procedures to shortlisted students for admission to Police Public school under Police Quota. After

evaluation by the Selection Committee, a list of selected students would be sent to the Concessionaire for admission in Police Quota. The concessionaire shall be bound to admit such students under Police quota with minimum fee structure as mentioned in the earlier sections.

- 8.12 The name of the school shall be decided by the Authority.
- 8.13 The usage of premises for activity other than that agreed upon with the Concessionaire rests with the School Operations Committee.
- 8.14 Appoint an internal auditor to audit accounts maintained by the Concessionaire and submit its report to the Authority. The Authority may also decide to onboard any Government Agency for auditing purpose.
- 8.15 School Premises and Maintenance:
- (a) The Authority shall provide about eight acres of land to establish the School with sports facilities and shall also provide properly constructed and hazard-free buildings for running the school as per norms.
 - (b) The Authority will also be responsible for ensuring that all statutory licenses required for the school / hostel are obtained from various govt. departments and are also renewed on a periodic basis.
 - (c) A separate building or block shall be constructed by the Authority for providing hostel facilities for boys and girls and staff quarters. The operational details regarding same, including charges etc. will be determined separately in consultation with Executive Committee, once the buildings are ready.
 - (d) The concessionaire shall be in charge of infrastructure maintenance expenses (major repairs of building, labs, RO plant, generator etc.)

9. Representations and Warranties

- 9.1 The Concessionaire shall abide by all rules, Acts, regulations, laws, of Government of India as well as State Government and the Authority, applicable from time to time.
- 9.2 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association, trust deed, rules, regulations or bye-laws as the case may be, or be, or any Applicable Laws or any covenant, contract, Agreement, arrangement, understanding, decree or order to which it is a party or by which its properties or assets is bound or affected.
- 9.3 There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority the outcome of which may result in the breach of this Agreement or individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.

- 9.4 The Concessionaire shall not sub-let its responsibilities of teaching, maintaining or operationalizing the schools, directly or indirectly to any other person or entity.
- 9.5 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely effect or waive any right, remedy or obligation of either Party under this Agreement.

10. Performance Guarantee

10.1 Quantum of Performance Guarantee

- 10.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority, no later than fifteen (15) days from the date of this Agreement, an irrevocable and unconditional Performance Guarantee, from a Scheduled/ Nationalised Bank of India for a sum equivalent to, in the form set forth in Schedule B, ten percent (10%) of the project cost as defined in the Bid document, in the form of Bank guarantee. The Performance Guarantee shall remain in force until completion of the entire Concession Period.

Each Performance Guarantee shall be renewed before the expiry of the validity period of the existing Bank Guarantee.

10.2 Appropriation of Performance Guarantee

- 10.2.1 Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or at law, be entitled to encash and appropriate the relevant amounts from the Performance Guarantee as Damages for such Concessionaire Default. Upon such encashment and appropriation from the Performance Guarantee, the Concessionaire shall, thereof, replenish, in case of partial appropriation of the entire Performance Guarantee or provide a fresh Performance Guarantee, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with the provisions of Clause 11.2. Upon replenishment or furnishing of a fresh Performance Guarantee, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default. In the event if the Concessionaire Default is not remedied during the additional Cure Period, the Authority shall be entitled to encash and appropriate such Performance Guarantee as Damages, and terminate this Agreement in accordance with the provisions of Clause 11.2.

12. Force Majeure & Termination and Dispute Resolution

12.1 Force Majeure:

The expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is

beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

12.1.1 **Non-Political Event:** A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them)
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

12.1.2 **Indirect Political Event:** An Indirect Political Event shall mean one or more of the following acts or events

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (c) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (d) any Indirect Political Event that causes a Non-Political Event; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

12.1.3 **Political Event**

- (a) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- (b) any event or circumstance of a nature analogous to any of the foregoing.

12.2 Termination

- 12.2.1 That either party, if not satisfied with the progress of the School or there are other reasonable grounds, shall give a notice of at least two years (Two Academic Sessions) for termination of this Agreement.
- 12.2.2 The Concessionaire shall not exit the Agreement during the academic year. If the Concessionaire intends to exit, then it shall do so in the next academic year after giving a notice before six months in the preceding academic year. In cases of non performance or Poor performance of the Concessionaire in terms of the KPI stipulated in the Agreement, the Agreement shall be liable to be terminated unilaterally by the Authority giving three months notice. In such cases, the Authority will not be liable for payment of any compensation/damages with respect to the additional infrastructure created or to the staff/teachers deployed.
- 12.2.3 Upon the occurrence of Concessionaire default, in case the Authority feels prudent, instead of issuing a termination notice after the cure period, the Authority may levy a penalty on the Concessionaire for each such default for the School.
- 12.2.4 For the first instance of default, the quantum of penalty shall be not less than the defined penalty amount per default to the school. For every subsequent default of the same nature, the quantum of penalty shall be twice the penalty imposed on the preceding occasion for the School. However, the total penalty School shall not exceed ten (10) times the defined penalty amount.
- 12.2.5 The defined penalty amount shall be Rs. 15,000/- (Rupees Fifteen Thousand) and shall be levied for every instance of default/breach as given in this Agreement.
- 12.2.6 This penalty shall be levied after completion of one Academic year and shall be revised annually on the basis of increase in CPI of the preceding financial year. For the avoidance of doubt, this penalty amount applies to cases where the penalty amount is not expressly specified in this Agreement. Wherever the penalty amount is specified, penalty shall be levied accordingly for all acts in reference to such penalty.
- 12.2.7 The Authority shall:
- (a) encash the Performance Guarantee, as the case may be, and appropriate therefrom such amounts as may be due in accordance with the provisions of this Agreement.
 - (b) cease to extend all support, monetary or of other nature to the school, save and except as provided in this agreement.
 - (c) be deemed to have taken possession and control of the school forthwith.
 - (d) take possession and control of all materials, stores, implements, construction plants, building, laboratories, library, fields, sports facilities and any other equipment on or about the school premises.
 - (e) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the school premises or any part thereof.

12.2.8 Consequences of pre-mature Termination:

Termination upon Authority's Default:

Upon the expiry or early termination of this Agreement, on account of Authority's Default, the Concessionaire shall, without prejudice to any other rights or remedies which it may have under this Agreement and under law, be entitled to receive annual installment of Infrastructure Support as and when due, upto the date of Termination after deducting the penalties and making adjustments towards Performance Guarantee or any other charges/dues, if any under any other head provided in this Agreement.

Termination upon Concessionaire's Default:

Upon the expiry or early termination of this Agreement, on account of Concessionaire's Default, the Authority shall be entitled to recover penalties / charges / damages / invoke Performance Guarantee from the Concessionaire as provided in the Concession Agreement.

12.3 Dispute Resolution

12.3.1 This Agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force.

12.3.2 In the event of any dispute or difference between parties arising out of or in connection with this Agreement including any question regarding its existence, validity, termination or any provision hereof; both parties agree to make their best efforts to resolve any dispute between them initially, amicably through mutual consultations by engaging in discussions.

12.4 Conciliation

In case the dispute cannot be resolved by mutual consultations within a period of 30 (thirty) days after commencement of mutual consultations, either Party may, by mutual consent, appeal to a Conciliation Committee jointly headed by Advisor to the Authority or the Government and a representative of Concessionaire.

12.5 Arbitration

12.5.1 If the parties fail to resolve their dispute or difference by conciliations within 30 (Thirty) days of commencement of conciliation, then either party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. The dispute or difference shall be referred to a Sole Arbitrator. The power to appoint the Sole Arbitrator shall vest with the Authority. If the Arbitrator to whom the matter is initially referred to is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by the Authority to act as Arbitrator. However, the Authority shall ensure that Sole Arbitrator so appointed by the Authority is an independent and impartial arbitrator not related, either directly or indirectly, to the Authority, in any manner whatsoever. The decision of the Arbitrator shall be final and binding on the Parties.

12.5.2 Services under this Agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

12.5.3 Reference to arbitration shall be a condition precedent to any other action at law.

12.5.4 The costs of arbitration shall be borne by both the Concessionaire and the Authority equally.

12.5.5 It is hereby agreed that the arbitration proceedings shall be held in Chennai and the arbitration proceedings shall be carried out in English language.

13. General Indemnity

13.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and the "Authority Indemnified Persons" against any all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost, expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any Student and any other users, or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever. For the avoidance of doubt, it is expressly stated that the Concessionaire agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Concessionaire.

13.2 The Authority shall indemnify the Concessionaire for any loss or damage arising out of Force Majeure events.

13.3 Notwithstanding anything contained in this Agreement, the Authority, or any of its employees shall not be liable for any criminal or civil offence under any applicable law committed by the Concessionaire or its agent, representative, employees, contractor or any other person engaged by or working on the Concessionaire behalf.

13.4 The provisions of this Clause shall survive Termination.

14. Limited Liability

Notwithstanding anything contained in the Clause 7, in case of any dispute regarding wrongful termination, the Concessionaire shall not be made to pay any damages beyond Rs. 50 lakhs, whichever is higher. For the avoidance of doubt, it is expressly agreed that if the Concessionaire is at default, the damages provided in this Clause shall be in addition to the penalties/ charges / damages which the Authority is entitled to recover under the provisions of this Agreement. It is further agreed that in case of premature termination of Agreement under any circumstances, the Authority shall not be liable to pay any damages / termination compensation or any other amount, on any account.

15. Redressal of Public Grievances

15.1 Complaint Register

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

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

15.2 Redressal of Complaints

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

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

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

16. MISCELLANEOUS PROVISIONS

16.1 Governing Law and Jurisdiction

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

16.2 Exclusion of Implied Warranties etc.

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

16.3 Survival

16.3.1 Termination shall;

(a) not relieve the Concessionaire or Authority, as the case may be, of any obligations hereunder which expressly or by implication service Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either party, not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of, or caused by, acts or omissions of such party prior to the effectiveness of such Termination or arising out of such termination.

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

16.4 Entire Agreement

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

16.5 Severability

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

16.6 No Partnership

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

16.7 Successors and Assignees

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

16.8 Notices

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

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

Attention: Sh.

Designation:

Address:

Fax:

Email:

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

Designation: Director,

Directorate of Education

Address: <<>>

Fax:

No:

Email: doe-dnh@nic.in

And

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

16.9 Language

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

16.10 Counter Parts

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

In witness thereof the Parties have set their respective hands here on the _____ day
of _____Month and the Year _____ above written.

Signature: _____

Name:

Designation:

For Concessioanire

Witnesses:

1.

2.

Signature: _____

Name:

Designation:

For Police Public School Trust

SCHEDULES

SCHEDULE – A
Qualifications/Norms for Teachers

1. Graduate from recognized University in respective subject with at least 50% marks and Bachelor of Education (B.Ed) from National Council for Teacher Education recognized institution. OR Four (4) – years degree of B.A.Ed / B.Sc.Ed from any National Council for Teacher Education recognized institution.
2. For Physical Education - Graduate from recognized University in any subject with at least 50% marks and Bachelor of Physical Education (B.P.Ed) from National Council for Teacher Education recognized institution.
3. Eligibility condition for medium specific teachers. The medium of study in SSC should be same as the medium in which they are applying.

Note:

1. Abovementioned norms are the minimum requirement. Wherever the norms of the Board of Affiliation are higher than those prescribed herein, the norms of the Board of Affiliation shall mandatorily be followed.
2. Section strength for various classes shall be as follows:
 - 1) Class 1 to 5 section strength will be less than or equal to 30 students for each class
 - 2) Class 6 to 8 section strength will be less than or equal to 35 students for each class
 - 3) Class 9 to 10 section strength will be less than or equal to 40 students for each class
 - 4) For Higher Secondary level (i.e., added classes XI and XII), the Concessionaire shall deploy teaching and non teaching staff as per the norms of Board of Affiliation in addition to abovementioned requirements.

SCHEDULE B
Form for Performance Security

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Tamil Nadu)

(Payable at par at respective Range HQ) To,

1. In consideration of the Directorate of School Education (hereinafter called "DOE") having agreed to exempt M/s (hereinafter called "the said Concessionaire(s)") from the demand, under the terms and conditions of an Agreement No..... dated made between the DOE and(Concessionaire) for the O&M Contract(hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Concessionaire(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (rupees..... only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofConcessionaire(s) do hereby undertake to pay to the Department an amount not exceeding Rs..... (Rupees. only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees..... only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DOE. Any such demand made on the bank by the DOE shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DOE..... and We (Indicate the name of Bank), bound ourselves with all directions given by DOE regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees. only).
3. We..... (indicate the name of Bank), undertake to pay to the DOE any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of DOE under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DOE certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Concessionaire(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the DOE that the RCSE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement

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

The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Concessionaire(s). We (indicate the name of the Bank), lastly undertake not to revoke this Guarantee except with the previous consent of the DOE in writing.

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

6. It shall not be necessary for the DOE to proceed against the Concessionaire before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DOE may have obtained or obtain from the Concessionaire(s).
7. We (indicate the name of Bank) verify that we have a branch at DNH. We undertake that this Bank Guarantee shall be payable at any of its branch at DNH. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
8. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature
(Name & Designation) Bank's Seal

The above performance Guarantee is accepted by the DOE For and on behalf of the DOE
Signature
(Name & Designation)

SCHEDULE – C
SAFETY GUIDELINES

1. **SAFE MOVEMENT**
In the operation of the School, particular care shall be taken to ensure safety of the Students, staff and visitors. This shall include facilities for safe and efficient evacuation case of emergency.
2. **SYSTEM INTEGRITY**
In the maintenance of power supply, lifts and equipment, particular care shall be taken to minimize the likely incidence of failure.
3. **Safety Management**
A safety management statement shall be prepared by the Concessionaire once every year to bring out clearly the system of management of safety standards and checks, and compliance thereof, the statement shall also bring out the nature and extent of staff training and awareness in dealing with such safety standard checks and compliances. The copies of the statement shall be sent to the Authority within 15 (fifteen) days of the close of every year.
4. **Safety Equipment**
The following equipment shall be provided at the school:
 - (a) Fire extinguishers and fire alarms at the appropriate locations; and
 - (b) Such other equipment as may be required in conformity with good industry practice.
5. **Emergency**
A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in a manual for management of disaster (the “Disaster Management Manual”) to be prepared and published by the Concessionaire prior to Agreement. The Concessionaire shall provide 2(two) copies each of the Disaster Management Manual to the Authority no later than 30(thirty) days prior to Agreement.
6. **Fire Safety**
 - 6.1. The Concessionaire shall adopt any comply with fire safety requirements prescribed under Applicable Laws.
 - 6.2. To prevent fire in the school, the Concessionaire shall use fire resistant materials in the construction thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.
 - 6.3. Emergency exits should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the school in case of emergency.
 - 6.4. Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. All notices and signs shall be uniform and standardized.