



**STEEL AUTHORITY OF INDIA LIMITED**

Invites

**Proposals**

**For**

**Lease cum License arrangement for Company Owned Schools in Steel Townships at Bhilai, Bokaro and Burnpur**

**ISSUED BY**

**Steel Authority of India Limited  
Business Planning Department  
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New Delhi, India – 110 003  
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**SAIL/BP/Schools/2018/01**

**6<sup>th</sup> March, 2018**

## **IMPORTANT NOTICE / DISCLAIMER**

This Request for Proposal (RFP) is for inviting proposals for **Lease cum License arrangement for Company Owned Schools in Steel Townships at Bhilai, Bokaro and Burnpur.**

Bidder will be required to acknowledge that it has not been induced to enter into any agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty save as expressly set out in this agreement. In all cases, Bidder should conduct own assessment and analysis of the Request for Proposal issued by SAIL for **Lease cum License arrangement for Company Owned Schools in Steel Townships at Bhilai, Bokaro and Burnpur.**

Whilst the information in the RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither SAIL, nor any of its officers or employees, nor any of its advisors, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to, or makes any representation or warranty, express or implied, with respect to, the information contained in the RFP or on which such documents are based or with respect to any written or oral information made or to be made available to any of the Bidder or its professional advisors.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, purport to contain all the information that a Bidder may require. Neither SAIL nor any of its advisors undertake to provide any with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Bidder must, conduct its own analysis of the information contained in this RFP and is advised to carry out its own investigation in relation to legal, financial, regulatory and taxation consequences of Request for Proposal to SAIL.

This RFP may include certain statements, estimates, projections, targets and forecasts with respect to the proposal, such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of SAIL and/or its advisors, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of, and no reliance should be placed on, any statements, estimates, projections, targets or forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty. The Bidder further acknowledge and agree that SAIL and/ or

its advisors shall not be responsible for any unforeseen events or any supervening circumstances, which may have the effect of varying such statements, estimates, projections, targets and forecasts.

This RFP has been prepared by and issued by SAIL. Information and references relating to Government of India and / or any State Government are thought by SAIL to be correct at the time of issue of this RFP but they have not been approved by Government of India and / or any State Government for inclusion in this RFP in the form and context in which they appear. SAIL consequently makes no representation as to the accuracy of such information and references and it cannot be inferred from the RFP documents or any part thereof that Government of India and / or any State Government accepts responsibility for, or agrees with, them or any part of them.

For abundant clarity it is clarified that this in no way affects the right and final authority of SAIL to take any decision rejecting, modifying, altering such discretion, judgment, opinion, advice.

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## **SECTION - I : Introduction**

SAIL, a Maharatna Public Sector Undertaking (PSU) of Government of India (GoI), is a leading steel making company in India. SAIL was incorporated in January 1973 as a holding company for steel and associated input industries.

From 1973 to 1978, several steel and alloy manufacturing companies and iron ore mines were merged into and combined with SAIL's operations. At present, SAIL has five Integrated Steel Plants and three Special Steel Plants and is a holding Company for one operating subsidiary in related business.

Simultaneous with the establishment of steel plants, SAIL created extensive townships in the vicinity of the steel plants to provide all civic needs of the employees working in the these steel plant and other agencies supporting the working of the steel plants. The townships comprise of residential houses, schools, roads, parks, hospitals and health centers, clubs and entertainment centers and places of worship. These townships are well connected by rail and road and have grown to mid sized cities.

## **SECTION - II : Objectives of the RFP**

SAIL has large number of schools in its steel townships at Bhilai, Bokaro, Rourkela, Durgapur and Burnpur. These schools have independent buildings and other infrastructure like playground etc. At present these are operated by SAIL and are affiliated to various educational boards. SAIL intends to enter into a Lease cum License arrangement for running these schools with reputed entities in the field of education for operation of existing company operated schools in steel townships of Bhilai, Bokaro and Burnpur. Some details of these townships are placed at **Annexure-I**.

List of the Schools which will be considered for allotment to eligible Bidders is placed at **Annexure-II**. Salient details related to these schools are placed at **Annexure-III**. This RFP specifies details of the eligibility criteria, terms and conditions for allotment, procedure for submission of bids, process for allocation of schools and timelines to be followed by Bidder. Successful Allottee shall be required to enter into a Lease cum License Agreement with SAIL and make a Security Deposit in the form of a bank guarantee. The Lease cum License Agreement will be substantially as per format placed at Format-5. Interested Bidder is requested to make himself familiar with all terms and conditions specified in the Draft Agreement.

### **Section - III: Selection Process**

#### **1. Eligibility Criteria**

The Bidder on the date of submission of Bid should satisfy the following criteria :-

- i) be a Registered Non-profit Company, Trust or a Society in India.
- ii) be managing at least three schools up to Senior Secondary School level having student strength more than 1000 each.

Bidder should submit documentary evidence with respect of each of the eligibility criteria stated above such as Certificate of Registration, Audited Accounts of the Trust and Certificates of Affiliation of the Schools from respective Board(s). Bids not accompanying the requisite documentary evidence shall be treated as non responsive.

#### **2. Bidding Process**

- i) The Bidder is required to submit both Technical Bid and Financial Bid(s) simultaneously. Bidder who meet the Eligibility Criteria specified above shall be the Qualified Bidders. Only Qualified Bidders whose bids are found be responsive will be considered for allotment of schools. The allotment of schools will be through a 'Quality and Cost Based System (QCBS) with a ratio of 70:30 for educational/technical and financial capability as below :-

- Quality Parameters (70% weightage)
- Financial Parameter : Rent payable to SAIL (30% weightage)

The Quality Parameters on which 70% weightage will be assigned are placed at Annexure-IV.

The bidders meeting the Eligibility Criteria shall be ranked on the basis of score arrived at through Quality and Cost Based Evaluation system. Bidder obtaining the highest score shall be eligible for allotment of school.

In the event of tie among two or more bidder for same school the Successful Allottee the allottee who has longer experience on running the school will be declared as Successful Allottee.

**ii) Receipt and Opening of Bid**

Bid must be delivered to the correspondence address as given in this document on or before **16:00 hours (IST) on 20<sup>th</sup> April, 2018** (last date of submission of Bid).

The envelope containing Covering Letter, Processing Fee and Bid Bond shall be opened on **16:30 hours (IST) on 20<sup>th</sup> April, 2018** hours (IST) on the Closing Date in the presence of Bidder's representatives who wish to attend.. The Technical Bid of only those bidders shall be opened immediately whose Covering Letter, Processing Fee and Bid Bond are found to be in order .

Date of opening of the Financial bids will be intimated by SAIL to the Bidder

**iii) Nodal Person for enquiries and clarifications**

All correspondence, clarifications in respect of the RFP and submission of the Bid shall be addressed to :

Shri Neeraj Sharma,  
General Manager (Corporate Planning)  
Steel Authority of India Limited  
2<sup>nd</sup> Floor,  
Ispat Bhawan, Lodi Road  
**New Delhi - 110003**

Tel: +91-11-24369739

Email : neeraj61@gmail.com

**iv) Discretion of SAIL on Authenticity of the Documents**

Notwithstanding anything stated above, SAIL reserves the right to verify the authenticity of the documents submitted by Bidder and may request for any additional information / documents. SAIL reserves the right at its sole discretion to contact the Statutory Bodies, Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

**v) Clarifications**

SAIL will not enter into any correspondence with the Bidder, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidder may seek clarifications in writing, through a letter or by email within fifteen days from issuance of this RFP. SAIL will make best endeavour to submit the clarifications in time, however non submission of such clarification will not be taken as a reason for extension of last date for submission in any case.

**vi) Bid Formats**

The Bid in response to this RFP shall be submitted by the Bidder in the manner described under Method of Submission of Bid and will comprise of the following :

**A. Envelope-I should Contain the following :**

- i) Covering Letter as per Format –1.
- ii) Authorization Letter / Power of Attorney in the name of signatory of the bid.
- iii) Demand Draft payable to Steel Authority of India Limited at New Delhi towards Non refundable application processing fee as specified below :-

<b>Bid Submitted for</b>	<b>Non refundable processing Fee required to be submitted</b>
Schools in any one Township	Rs 10,000/-
Schools in any two Townships	Rs 20,000/-
Schools in all three Townships	Rs 30,000/-

- iv) Bid bond(s) for Rs Ten Lacs each as stated below :-

<b>Bid Submitted for</b>	<b>Bid Bond requirement</b>
Schools in any one Township	One Bid Bond of Rs Ten Lacs (Rs 10,00,000/-)



Schools in any two Townships	Two Bid Bonds of Rs Ten Lacs (Rs 10,00,000/-) each
Schools in all three Townships	Three Bid Bond of Rs Ten Lacs (Rs 10,00,000/-) each

v) Checklist for Bid submission requirements as prescribed in Format 4

**B. Envelope-II should Contain the following :**

- i) A short introduction about the Bidding Entity and Roadmap suggested by the Bidder for take-over of the school
- ii) supporting documents towards Eligibility Criteria
- iii) information on Quality Parameters (Sl. No 1-4 of Annexure-IV) and documents supporting the information submitted on Quality Parameters
- iv) a signed copy of the RFP as acceptance of the Terms and Conditions of the RFP.

**C. Financial Bid(s) : Bidders are required to submit the Financial Bid(s) as per Format-3 in sealed envelope(s) for each school separately.** For example if a bidder is submitting bids for three schools the Financial Bid for each of the three schools should be submitted in three separate envelope each of which should be super scribed with Financial Bid for .....(Name of the School) and the Tender Number clearly.

**vii) Validity of the Bid**

The Bidder shall submit the Bid which shall remain valid up to one hundred and eighty (180) days. SAIL reserves the right to reject any Bid which does not meet the aforementioned validity requirement. SAIL may solicit the Bidder' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by SAIL, SAIL shall not be entitled to invoke the Bid Bond. A Bidder accepting SAIL's request for validity extension shall not be permitted to modify its Bid.

**viii) Method of Submission**

The Bidder should submit their Bid in sealed covers as under :-

Envelop number	Envelop to Contain	Envelop to be super scribed
1.	Covering letter (as per Format-I), Processing Fee and Bid Bond(s)	Tender Number, Due date and words <b>“Bid Bond and Processing Fee”</b>
2.	Technical Bid	Tender Number, due date and words <b>“Technical Bid”</b>
3.1 onwards	Financial Bids	Tender Number, due date and words <b>“Financial Bid” and name of the School</b>
All envelopes to be kept in a bigger envelope		Tender Number, due date and words <b>“Proposal for Lease cum License Arrangement for Company Owned Schools at BSP/ BSL/ISP</b>

The Bidder has the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach SAIL by the Bid Deadline. Bids submitted by telex / fax / e-mail shall not be considered under any circumstances. SAIL shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

**ix) Bid Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meeting (if any), and finalization and execution of the RFP Documents, etc., SAIL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

**x) Bid Bond**

The bidder shall furnish as part of the bid, a Bid Bond for Rs. 10,00,000/- (Rupees Ten Lacs) for each township in which the bid is being submitted For example if a bidder is submitting bid for Schools in Bokaro Steel Plant alone the bid bond should be one bid bond for Rs 10 Lacs whereas a

Bidder submitting bid for schools in all three townships should submit three separate Bid Bonds for Rs. Ten Lac each. The bid bond(s) shall be in the form of a Bank Guarantee from any Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934 and having a branch in New Delhi excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks. The format for Bank Guarantee shall be as per the Format-2 enclosed with this Request for Proposal (RFP). The Bank Guarantee shall remain valid for 210 days beyond the last date for submission of the bid.

Bid not accompanied by the bid bonds as stipulated above shall be rejected by SAIL as non-responsive.

Bid bond(s) of all unsuccessful Bidders will be returned within 30 days from the opening of the Financial Bid.

The bid Bond of the Successful Bidder will be returned when the bidder has furnished the required Bank Guarantee for Security Deposit and deposited the rent for the first year.

The bid bond shall be forfeited if the bidder withdraws the bid during the period of bid validity specified above.

#### **SECURITY DEPOSIT :-**

Within 15 days of the signing of the Lease cum License Agreement stated above, the successful bidder shall furnish the Security Deposit equivalent to two years' dues towards rent payable to SAIL either in cash or in the form of a Bank Guarantee on any Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934 excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks.

The Bank Guarantee shall be valid for five years. The Successful bidder will have to renew the Bank Guarantee with enhanced value three months before the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> anniversary of the date of signing of the Lease cum License Agreement.

SAIL reserves right to encash the Security Deposit in full or in part as per provisions of the Lease cum License Agreement

### **3. Timelines**

Successful bidder will have to meet the following timelines :-

- Zero date will be the Issuance of Notification of the Award by SAIL to successful Bidder
- Successful bidder will communicate the acceptance within one week of the issuance of the Notification of the Award.
- Signing of the Lease cum License Agreement within 30 days of issuance of Notification of the Award.
- Submission of Security Deposit and First installment of the Rent Payable to SAIL: Within 15 days of Signing of Lease cum License Agreement
- Issuance of Allotment Order by SAIL :- On receipt of the Completion Notice from the Successful Allottee.
- Return of signed copy of Allotment Order by the Allottee
- Deploy all Teaching and Non-teaching staff required for running the school : 15 days before start of the next session
- Takeover of the school :- Start of next session.

### **4. Important Instructions to the Bidder**

- a. SAIL will hand over the School to successful Allottee on completion of all Post Allotment Obligations on “As is where is basis” and will not entertain any request to make and repair and maintenance of the same after issuance of this RfP.
- b. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid SAIL reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date of the Lease cum License Agreement, consequences specified in the Lease cum License Agreement shall apply.
- c. In current cycle of allotment, Bidders will be allotted only one school per township. No bidder will be allotted more than one school in any township. however Bidder may submit their bids for any number of schools from the list placed at **Annexure-II**.

- d. Bid submitted by the Bidder, within the Bid Deadline, shall become the property of SAIL and shall not be returned to the Bidder;
- e. Language of the Bid shall be English only;
- f. Bidder shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format-1;
- g. SAIL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Rent shall be sought or permitted by SAIL.
- h. Non-submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of SAIL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- i. The Bidder shall satisfy himself on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to SAIL at the correspondence address provided in this RFP immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of issuance of this RFP or from the date on which it was made available it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- j) This RFP document includes statements, which reflect the various assumptions arrived at by SAIL in order to give a reflection of the current status of the schools in this RFP. These assumptions may not be entirely relied upon by the Bidder in making their own assessment. This RFP does not purport to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

Bidder should also make themselves fully aware of the regulatory environment, present status and conditions for affiliations with respective education boards and local environment around the schools. SAIL shall not entertain any request for clarifications from the Bidder regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension of bid deadline or withdrawal of the same after the same has been submitted.. The Bidder undertakes and agrees that, before submission of its Bid; all such

factors as generally stated above, have been fully understood and considered while submitting the Bid.

Bidder should note that by submitting the Bid under this RFP, they agree to all terms and conditions mentioned in the RFP. For this purpose the RFP document is to be taken-up in totality (including Annexures, formats etc). Any amendment / Clarification/corrigendum issued by SAIL subsequently will be treated as part of the RFP document.

Bidder should note that 20% of the intake to the School for any academic year will be reserved for wards of SAIL employees. In case the seats reserved for wards of SAIL employee remain vacant after two months of start of admission process for any academic year the allottee will be allowed to take admissions from open category against such vacant seats. The fee structure for wards of SAIL employees studying in the School will not exceed the existing fees during first Year of this Agreement. Allottee will be allowed to effect an increase in these fees not exceeding 10% per annum. Present fee structure of the Schools is placed at Annexure-V.

Allottee will take over the School as an ongoing concern having students as per details given in Schedule-A of the Agreement. The Allottee shall give sufficient opportunity to students on the rolls of the School as on Effective Date of the Agreement and shall not strike off names of such students unless there is default in payment of specified fees

The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for running of the school in these townships before submitting the bid.

## **5. Evaluation Process**

### **a) Bid Evaluation:**

The evaluation process comprises the following four steps:

- |            |   |  |
|------------|---|--|
| Step - I   | – | Responsiveness check                               |
| Step – II  | - | Evaluation of Bid against the Eligibility Criteria |
| Step - III | - | Calculation of the Score as per QCBS Methodology   |
| Step - IV  | – | Selection of successful Bidder for each school.    |

**b) STEP I – Responsiveness check:**

The Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Bids may be considered “Non-responsive” if :

- Bid is incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, accepted formats for Draft Lease cum License Agreement, applicable undertakings, valid Bid Bond and processing fee etc
- Bid is not signed by authorized signatory and / or stamped in the manner indicated in this RFP;
- Material inconsistencies in the information / documents submitted by the Bidder;
- Information not submitted in the formats specified in this RFP;
- Bid validity being less than that required as per Clause 2 (vii) of this RFP;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bidder delaying in submission of additional information or clarifications sought by SAIL.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP

- c) **Step – II Evaluation against Eligibility Criteria :-** The bids will be evaluated against the eligibility criteria set out in this document. Bidder should note SAIL may ask for any additional information / supporting document. Bids of those Bidder who fail to provide required information in time may be treated as non-responsive. Bidder meeting the eligibility criteria will be the Qualified Bidder.

**d) Step- III Calculation of the Score as per QCBS Methodology:**

- i. Financial Bids of the Qualified Bidder shall be opened in presence of the representatives of such Qualified Bidder, who wish to be present, at a date intimated by SAIL to the Bidder. Each bidder will be assigned a score for

each school for which bid has been submitted by them as per the QCBS methodology stated above.

ii. Allotment process will be conducted in following order :-

- a. Schools for which highest number of eligible bids (complete in all respect) has been obtained will be taken-up first.
- b. In case same number of eligible bids has been received for two or more schools, the school listed first in the RFP will be taken-up first for allotment.
- c. Allotment of school will be done on the basis of Highest Score calculated on the basis of QCBS methodology.

**e) Notification of the Award :**

Prior to the expiration of the period of updated bid validity, SAIL will notify the Successful Bidder in writing by Registered Post or by email. The acceptance of the same will have to be confirmed by bidder in writing by Registered Post within seven days of the issuance of such intimation by SAIL failing which SAIL shall have right to annul the award and forfeit the bid bond.

Bid Bonds of all unsuccessful Bidders will be returned within 30 days of the opening of the Financial Bid by SAIL.

**f) Signing of the Lease cum License Agreements:-** After SAIL notifies the successful bidder that its bid has been accepted, the successful bidder shall have to meet the timelines specified under Clause-3 of the RFP.

SAIL will return the Bid Bond submitted by Successful Bidder within ten days of the submission of Security Deposit.

Failure of the Successful Bidder to sign the Lease cum License Agreement within the time frame specified shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Bond



**FORMATS FOR BID SUBMISSION**

## **FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements and other Bid submission requirements specified in the RFP.

A Bidder may use additional sheets to submit the information for its detailed response.



**Format - 1 : Format of Covering Letter**

*The Format should be on the Letter Head of the Bidder*

Date: \_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Bidding Entity*)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

General Manager (Corporate Planning)

Steel Authority of India Limited

Ispat Bhawan, Lodi Road

**New Delhi – 110003**

**Subject :- Bid for Lease cum License arrangement for Company Owned Schools at Bhilai, Bokaro and Burnpur in response to RFP number SAIL/BP/Schools/2018/01 dated ..... [*Insert date in dd/mm/yyyy*].**

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the RFP for **Lease cum License arrangement for Company Owned Schools at Bhilai, Bokaro and Burnpur** hereby submit our Bid comprising of Financial Bid and Technical Bid.

1. We give our unconditional acceptance to the terms and conditions stated in the RFP, dated ..... [*Insert date in dd/mm/yyyy*] and RFP Documents attached thereto, issued by SAIL.
2. Our Bid is for following school(s) .....

**3. Bid Bond**

We have enclosed ..... Bid Bond(s) of Rs. Ten Lakh each, in the form of bank guarantee no(s) ..... (*Insert number of the bank guarantee(s)*) dated ..... [*Insert date of bank guarantee*] as per Format-2

from ..... (*Insert name of bank providing Bid Bond*) and valid up to.....

We have submitted our Financial Bid strictly as per Format-3 of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

#### **4. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by SAIL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to running of schools.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

#### **6. Contact Person**

Details of the contact person are furnished as under:

Name : .....

Designation : .....

Company : .....

Address : .....

Phone Nos. : .....

E-mail address: .....

7. We are enclosing herewith the Rs. .... (Rupees ....) as non refundable processing fee, ..... Bid Bond(s) for Rs Ten Lakh each (Envelope-I) Technical Bid (Envelope-II) and Financial Bid (Envelope III) containing duly signed formats, as desired by you in the RFP for your consideration.
8. We have also noted the requirement to enter into an Lease cum License Agreement and submit a Security Deposit on selection as Successful Bidder failing which SAIL will have right to annul the award and forfeit the Bid Bond.

9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from SAIL.
10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) days.
12. We confirm that we have not been black listed by any Govt agency / Public Sector Undertaking from carrying out any activity required under this RFP,

Dated the \_\_\_\_\_ day of \_\_\_\_\_ , 2018

Thanking you,

Yours faithfully,

Name, Designation and Signature of Authorized Person

**Format – 2 : Format For Bid Bond Bank Guarantee**

**FORMAT FOR BANK GUARANTEE TOWARDS BOND**

***(To be executed on Non-Judicial Stamp Paper of appropriate value)***

.....(***Name of the Bank***)

Address.....

Guarantee No.....

A/c Messrs [ Name of the Bidding Entity ]

Date of Expiry.....

Limit to liability Rs. \_\_\_\_\_/-.

RFP No. : SAIL / BP/ Schools / 2018/ 01 Dated .....

**Lease cum License arrangement for Company owned schools at Bhilai, Bokaro and Burnpur**

**Subject:. Bank Guarantee for Bid Bond.**

Date.....201....

**To**

-----,

Steel Authority of India Limited,

Lodi Road, New Delhi - 110003

.....

Dear Sir,

We refer to the Request for Proposal invited by SAIL vide Reference No. SAIL / BP/ Schools / 2018/ 01 Dated .....(hereinafter called the “RFP”) between you and M/s [ Name of the Bidding Entity ] (hereinafter called the “Bidder”) for **Lease cum License arrangement of Company owned schools of SAIL at Bhilai, Bokaro and Burnpur**

Whereas the Bidder has undertaken to produce a Bank guarantee under the RFP including any amendment thereto, to secure its obligations to you as per RFP.

1. We.....(**Name of the Bank**) do here by expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to Bidder and without protest and demur an amount not exceeding liability Rs.\_\_\_\_\_/-. Any such demand made onus shall be conclusive as regards the amount due and payable by us under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding liability Rs.\_\_\_\_\_/-.
2. Notwithstanding anything to the contrary we agree that your decision as to whether the Bidder has committed a breach of any terms and conditions of the RFP shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by Bidder in any suit or proceeding pending before any Court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.  
  
The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.
4. This guarantee shall come into force from the date of issue of this Guarantee and shall remain irrevocably valid and in force initially upto\_\_\_\_\_
5. This Guarantee shall not in any way be affected by you taking any securities from the Bidder or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all our claims against the Bidder, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
7. This Guarantee is in addition to any other guarantee or guarantees given to you by us.
8. This Guarantee shall not be discharged by any change in the constitution of the Bidder nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effectable by the absorbing or amalgamated company or concern.
9. Notwithstanding anything contained herein before our liability under this Guarantee is restricted up to a sum of Rs.\_\_\_\_\_/and shall expire on\_\_\_\_\_unless a claim or demand is made on us in writing within three months of the expiry date all your

rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We, the said Bank lastly confirm that the Signatories of this Guarantee is/are authorized to issue this Guarantee through, POA/Board Resolution No. ....dated .....

Your faithfully,

For.....(**Name  
of the Bank**)

Dated.....day of..... 2018





**Format – 3 : Format for Financial Bid**

(The Format should be on the Letter Head of the Bidding Company)

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidder)

\_\_\_\_\_

Tel. # :

E-mail address#

To

General Manager (Corporate Planning)

Steel Authority of India Limited

Ispat Bhawan, Lodi Road

**New Delhi – 110003**

**Subject : Lease cum License arrangement for Company owned schools at Bhilai, Bokaro and Burnpur in response to RFP number SAIL/BP/Schools/2018/01 dated ..... [Insert date in dd/mm/yyyy].**

Dear Sir,

We give our unconditional Financial Bid in response of this RFP and RFP Documents issued by SAIL:

<b>Bid Submitted for (Name of the School)</b>	<b>Annual Rent Payable to SAIL Rs in lakhs per Annum</b>

Dated the \_\_\_\_\_ day of \_\_\_\_\_ , 2018

Thanking you,

Yours faithfully,

Name, Designation and Signature of Authorized Person

**Instructions :-**

- a) All pages of this Format shall be signed by the authorized signatory
- b) The Quoted rent will be subject to 20% increase every five years.

**Format – 4 : Format of checklist for submission of Bid**

(The Format should be on the Letter Head of the Bidder)

S. No.	Submission of Bid requirements	Response (Yes / No)
1.	Technical Bid	
2.	Covering Letter, Non refundable processing fee, Bid Bond	
3.	Financial Bid	
4.	Checklist of submission of Bid	
5.	RfP document with all pages signed by the bidder	

Dated the \_\_\_\_\_ day of \_\_\_\_\_ , 2018

Thanking you,

Yours faithfully,

Name, Designation and Signature of Authorized Person

## **ANNEXURES**

**ANNEXURE – I : Details of SAIL Townships at Bhilai, Bokaro and Burnpur**

S.No.		Bhilai	Bokaro	Burnpur
1.	<b>Location</b>	Bhilai District : Durg (Chhattisgarh)	Bokaro Steel City District Bokaro (Jharkhand)	Burnpur District : Paschim Bardhaman (West Bengal)
2.	<b>Approx population (Township + Surroundings)</b>	6,27,000 (Bhilai Nagar) Durg Bhilai Metropolitan Zone has a population of 1 million	5,64,000 (Bokaro Steel City + Chas)	65,000 (Burnpur), 5,63,000 Asansol
3.	<b>Nearest Railway Station</b>	Bhilai Nagar (0 kms ) Durg 5 kms (Mumbai – Howrah Line)	Bokaro Steel City (13 kms) (Gomoh Ranchi Line)	Burnpur (0 kms)  Asansol (4 kms) (Delhi – Howrah Line)
4.	<b>Nearest Airport</b>	Raipur (55 kms)	Ranchi (115 kms)	Andal (40 kms) Kolkata (220 kms)

**ANNEXURE – II : List of Schools Identified for Outsourcing**

**A. BHILAI STEEL PLANT**

1. Higher Secondary School, Sector-8, Bhilai
2. Girls Higher Secondary School, Sector-5, Bhilai
3. English Medium Middle School, Sector-4, Bhilai
4. Higher Secondary School, Hirri Mines, Hirri
5. Higher Secondary School No.2, Rajhara Mines, Rajhara

**B. BOKARO STEEL PLANT**

1. Bokaro Ispat Sr Sec School- Sector 3 (Sr+Jr)
2. Bokaro Ispat Sr Sec School-Sector 9E
3. Bokaro Ispat Vidyalaya-Sector 11D
4. Bokaro Ispat Sr Sec School-Sector 8B
5. Bokaro Ispat Sr Sec School-Sector 2C(Sr+Jr)

**C. IISCO STEEL PLANT**

1. Chhotodighari Vidyapeeth including the Primary Section
2. Burnpur Boys High School including the Primary Section

**ANNEXURE –III : Salient Details of the Schools**

**BOKARO STEEL PLANT**

Name of the School	Bokaro Ispat Sr Sec School- 2C(Sr+Jr)	Bokaro Ispat Sr Sec School- 3(Sr+Jr)	Bokaro Ispat Sr Sec School-8B	Bokaro Ispat Sr Sec School-9E	Bokaro Ispat Vidyalaya- 11D
<b>Location</b>	Sector-2C	Sector-3	Sector-8B	Sector-9E	Sector-11D
<b>Type of School</b>	Sr. Secondary	Sr. Secondary	Sr. Secondary	Sr. Secondary	Sr. Secondary
	Co. Ed.	Co. Ed.	Co. Ed.	Co. Ed.	Co. Ed.
	English Medium	English Medium	English Medium	English Medium	English Medium
<b>Affiliation</b>	CBSE	CBSE	CBSE	CBSE	CBSE
<b>Total Classes Running in the School</b>	I-XII	I-XII	I-XII	I-XII	I-XII
<b>Total Number of Sections</b>	40	27	26	25	22
<b>Total Student strength</b>	2107	1312	1539	1155	1043
<b>Wards of SAIL employees</b>	205	107	135	115	131
<b>Locals/outside rs/No n SAIL</b>	1902	1205	1404	1040	912
<b>Total Class Rooms</b>	20+20=40	21+13=34	30	18	20
<b>Labs/ Computer Labs</b>	4+2=6	5+1=6	4	3	4
<b>Rooms for Co Curricular Activties</b>	2+1=3	1+1=2	1	1	1
<b>Other Rooms</b>	10+6=16	9+10=19	44	1	2
<b>Library</b>	YES	YES	YES	YES	YES

## BHILAI STEEL PLANT

<b>NAME OF THE SCHOOL</b>	English Medium Middle School, Sector-4	Higher Secondary School No.2, Rajhara	Higher Secondary School - Hirri, BILASPUR	Girls Higher Secondary School, Sector-5	Higher Secondary School, Sector-8
<b>LOCATION</b>	Sector-4, Bhilai	Rajhara Township, Rajhara, Distt. Balod(CG)	Hirri Mines, Hirri, Bilaspur (CG)	Sector-5, Bhilai	Sector-8, Bhilai
<b>GENERAL PROFILE</b>	Middle School	Senior Secondary School	Senior Secondary School	Sr.Secondary School	High School
	Co-ed.	Co-ed.	Co-ed	Only Girls	Co-ed.
	English Medium	Hindi Medium	Hindi Medium	Hindi Medium	Hindi Medium
<b>AFFILIATION</b>	CBSE	State Board	State Board	State Board	State Board
<b>Total Classes Running in the School</b>	Class 3 to 8	Class 6 to 12	Class 1 to 12	Class 7 to 12	Class 4 to 10
<b>Total Number of Sections</b>	8	13	12	7	12
<b>Total Student strength</b>	370	536	383	171	368
<b>Wards of SAIL employees</b>	168 (+ 11 at Par)	34	4	11	05 (+ 01 at par)
<b>NON SAIL</b>	191	502	379	160	362
<b>Labs/ Computer Labs</b>	1	4	3	4	3
<b>Rooms for Co Curricular Activities</b>	1	01	0	01	01
<b>Other Rooms</b>	4	23	28	19	20



## IISCO STEEL PLANT

<b>Name of the School</b>	<b>Burnpur Boys High School including Primary Section</b>	<b>Chottodighari Vidyapeeth High School including Primary Section</b>
<b>Location</b>		
<b>Type of School</b>	<b>High School</b>	<b>High School</b>
	<b>Boys</b>	<b>Co-ed</b>
<b>Total Student strength</b>	<b>1229</b>	<b>408</b>
<b>Wards of SAIL employees</b>	<b>42</b>	<b>20</b>
<b>Locals/outsidars</b>	<b>1187</b>	<b>388</b>
<b>Total Class Rooms</b>	26	22
<b>Labs/ Computer Labs</b>	1	1
<b>Rooms for Co Curricular Activties</b>	Y	Y
<b>Other Rooms</b>		
<b>Library</b>	Y	N

**ANNEXURE –IV : Quality Parameters and weightage for allocation of schools**

PARAMETER	Wieghtage
Number of Years in Education	20
Number of Schools running with more than 1000 students	20
Average Pass % in Board Level Exams (Average of Three best schools for Class-XII, All streams during last three years)	15
% Above 9.0 CGPA or 90% Marks (Average of same three schools(as mentioned above for Average Pass % in Board Level Exams) for Class-XII, All streams during last three years)	15
<b>TOTAL</b>	<b>70</b>

**Annexure – V : Present Fee Structure of Schools owned and operated by SAIL**BOKARO STEEL PLANT  
EDUCATION DEPARTMENT

1/2

**Fee Structure from the session 2015-16****(A) For JAC Affiliated Schools****Classes I-V**

CHARGES	Fee Structure	
	BSL	NON-BSL
<b>Admission Fee*</b>	N.A	Rs. 100.00
<b>T. C. Fee**</b>	Rs. 25.00	Rs. 100.00
<b>Annual common charges ( per annum)</b>	Rs. 50.00	Rs. 100.00
<b>Examination fee (per annum) classes I-V</b>	Rs. 100.00	Rs. 150.00
<b>Tuition fee / month</b>	N.A	N.A

**Classes VI-XII**

CHARGES	Fee Structure	
	BSL	NON-BSL
<b>Admission fee ( VI to X)*</b>	N.A	Rs 100.00
<b>Admission fee ( XI to XII)*</b>	Rs 50.00	Rs 200.00
<b>T.C. / S.L.C. fee ( VI-X)**</b>	Rs. 25.00	Rs 100.00
<b>T.C. / S.L.C. fee ( XI to XII)*</b>	Rs. 50.00	Rs 200.00
<b>common charges/annum</b>		
Classes VI – VIII	Rs. 60.00	Rs.150.00
Classes IX-X	Rs. 70.00	Rs.200.00
Classes XI-XII	Rs. 80.00	Rs. 250.00
<b>Science fee / annum</b>		
(Classes IX – X)	N.A	Rs.100.00
( Classes XI-XII)	Rs75.00	Rs.150.00
<b>Examination fee/annum classes VI – XII</b>	Rs. 100.00	Rs. 200.00
<b>Tuition fee / month</b>		
Classes VI-X	N.A	N.A
Classes XI-XII ( <b>Science</b> )	Rs.50.00	Rs. 200.00
Classes XI-XII ( <b>Arts/ Commerce</b> )	Rs. 50.00	Rs. 200.00

Note :

1. No tuition fee is being, realized from SC/ST students for classes I – XII in JAC/CBSE schools but annual charges, Science fee ,Examination Fee, are payable by them annually.
2. Tuition fee, annual charges or even cost of registration form, admission fee, TC fee are not realized from candidates admitted under RTE Act 2009(Class I-VIII).
3. **From girl students no tuition fee will be realized for classes I to V and 50% to be exempted from classes VI to VIII.**
  - \*Admission fee is applicable only once at the entry level of the school.
  - \*\*TC fee is charged once at the time of Transfer/leaving the School.

### (B) For CBSE Affiliated Schools (Classes I-XII)

CHARGES	Fee Structure	
	BSL	NON-BSL
<b>Admission Fee*</b>	Equal to one month tuition fee	Equal to one month tuition fee
<b>T. C. Fee**</b>	Equal to one month tuition fee	Equal to one month tuition fee
<b>Annual common charges ( One time payable in the beginning of the session)</b>		
Classes I to X	Rs. 100.00	Rs. 300.00
Classes XI-XII	Rs. 120.00	Rs.400.00
<b>Science Fees ( per annum)Classes XI-XII</b>	Rs.100	Rs. 300.00
<b>Activity fees ( per annum)Classes XI-XII</b>	Rs. 20.00	Rs. 200.00
<b>Science Fees ( per annum)Classes IX- X</b>	Rs. 50.00	Rs.150.00
<b>Activity Fees ( per annum)Classes (I to X)</b>	Rs.20.00	Rs.200.00
<b>Examination fee (per annum) classes VI – XII</b>	Rs. 100.00	Rs. 300.00
<b>Tuition Fee per month</b>		
Classes I to IV	Rs. 50.00	Rs. 270.00
Classes V-VIII	Rs. 70.00	Rs. 300.00
Classes IX-X	Rs. 90.00	Rs. 340.00
Classes XI-XII	Rs.100.00	Rs. 450.00

Note :

1. No tuition fee is being, realized from SC/ST students for classes I – XII in JAC/CBSE schools but annual charges, Science fee ,Examination Fee are payable by them annually.
2. Tuition fee, annual charges or even cost of registration form, admission fee, TC fee are not realized from candidates admitted under RTE Act 2009(Class I-VIII).
3. **From girl students no tuition fee will be realized for classes I to V and 50% to be exempted from classes VI to VIII.**

**PRESENT FEE STRUCTURE – SCHOOLS AT BHILAI STEEL PLANT**

**Annual Fee Structure -2017-18**

	<b>Wards of SAIL Employees (and at par) CBSE - Eng medium</b>					
Classes	Tution fee	Computer fee	Annual Fund	Admission fee one time	Caution fee One Time	Grand Total
I to II	1200	489	275	100	100	2164
III to V	1200	489	300	100	100	2189
VI to VIII	1440	489	425	100	100	2554
IX to X	1740	489	645	100	100	3074
XI to XII	2580	732	690	100	100	4202

	<b>Non SAIL CBSE - Eng medium</b>					
Classes	Tution fee	Computer fee	Annual Fund	Admission fee one time	Caution fee	Grand Total
I to II	2520	489	275	300	300	3884
III to V	2520	489	300	300	300	3909
VI to VIII	2880	489	425	300	300	4394
IX to X	3180	489	645	300	300	4914
XI to XII	4800	732	690	300	300	6822

	<b>WARDS OF SAIL EMPLOYEES and at par CBSE - Hindi medium</b>					
Classes	Tution fee	Computer fee	Annual Fund	Admission fee one time	Caution fee	Grand Total
I to II	840	489	275	100	100	1804
III to V	840	489	300	100	100	1829
VI to VIII	1020	489	425	100	100	2134
IX to X	1200	489	645	100	100	2534
XI to XII	2520	732	690	100	100	4142

	<b>NON SAIL CBSE - Hindi medium</b>					
Classes	Tution fee	Computer fee	Annual Fund	Admission fee one time	Caution fee	Grand Total
I to II	2040	489	275	300	300	3404
III to V	2040	489	300	300	300	3429
VI to VIII	2520	489	425	300	300	4034
IX to X	3000	489	645	300	300	4734
XI to XII	4380	732	690	300	300	6402

**ANNUAL FUND CHARGES -CG Board for BSP & Non BSP**

I & II	III, IV & V	VI, VII & VIII	IX & X	XI & XII
215.00	235.00	375.00	585.00	630.00

Note :

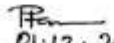
1. No Tution fee /Copmuter fee for CG Board.
2. No Tution fee shall be charged from SC/ ST candidates.
3. Tution fee and computer are being charged in three installments.
4. Admission fee/caution fee realised at the first time admission in BSP schools.


**SAIL ISP SCHOOLS BURNPUR**


**STRUCTURE OF FEES COLLECTED FROM STUDENTS**

Status	Class-I to IV	Class-V to X	Class- XI to XII
ISP	NIL	NIL	Rs. 60/- p.a.
SC/ST	NIL	NIL	NIL
M.S.	Rs. 180/- p.a.	Rs. 180/- p.a.	Rs. 180/- p.a.
C.W.	Rs. 30/- p.a.	Rs. 30/- p.a.	Rs. 30/- p.a.
NISP	Rs. 480/- p.a.	Rs. 720/- p.a.	Rs. 1200/- p.a.
TOTAL	Rs. 690/-	Rs. 930	Rs. 1410
AVERAGE	Rs. 230/-	Rs. 310/-	Rs. 470/-

AVERAGE			
Class-V to X	Class- XI to XII	Total Amount	Average (V to XII)
Rs. 310/-	Rs. 470/-	Rs. 780/-	Rs. 390/-

  
 01.12.2016  
 (Punam Hemrom)  
 Principal, BGHS (HS)

  
 01.12.16  
 (Mita Dhal)  
 Headmistress, CV (HS)

  
 01.12.16  
 (R.A. Yadav)  
 Offtg. Principal, BBHS (HS)

**ANNEXURE - VI : Draft Lease cum License Agreement**





## **DRAFT LEASE CUM LICENSE AGREEMENT**

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*[To be executed on stamp paper of adequate value.]*

This Lease cum Licence Agreement (Agreement) is made by and between following:

**PARTIES:**

- 1 Steel Authority of India Limited incorporated under Companies Act, 1956 with Corporate Identification Number L27109DL1973GOI006454 having its registered office at Ispat Bhawan, Lodi Road, New Delhi – 110003 (SAIL).
- 2 **[Name of the Allottee] Registered .....under .....**whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the “Allottee”).

**BACKGROUND:**

- A. SAIL besides being engaged in its principle business of manufacturing and marketing of iron and steel products owns and operates schools in the steel township of its steel plants. Vide .....dated .....SAIL invited proposals from reputed and capable parties to take over the selected schools in the steel townships at Bhilai, Bokaro and IISCO Steel Plants. The selection process and other terms and conditions for allotment of schools owned and operated by SAIL to successful allottees have been laid down in the aforesaid Tender document.
  - B. In line with the terms and conditions of the Tender, the Allottee has emerged as Successful Allottee for .....(name of the school) at .....(name of the plant) details of which are given at SCHEDULE – A to this Agreement. (School)
- 
- C. Accordingly, SAIL and the Allottee are entering into this Agreement with respect to matters related to allocation of the School

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this Agreement.

**1.1. Definitions**

- 1.1.1. “**Acceptable Bank**” shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934 excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks.

- 1.1.2. **“Agreement”** means this Lease cum Licence Agreement and all attached annexure, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement. The RfP document and all correspondence exchanged between the Parties shall form an integral part of the Agreement.
- 1.1.3. **“Agreement Date”** shall mean the date on which execution of this Agreement by both the Allottee and SAIL is completed.
- 1.1.4. **“Allotment Conditions”** shall have the meaning given to such expression in Clause 3.1.
- 1.1.5. **“Allotment Date”** shall have the meaning given to such expression in Clause 4.3.
- 1.1.6. **“Applicable Law”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or court or other law, rule or regulation approval from the relevant Governmental Authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 1.1.7. **“Authorised Representative”** shall have the meaning given to such expression in Clause 4.2.
- 1.1.8. **“Business Day”** shall mean a day which is not a Saturday, Sunday or any other day declared as a public holiday by the Central Government.
- 1.1.9. **“Claim”** shall have the meaning given to such expression in Clause 18.3.
- 1.1.10. **“School”** shall mean the School as more particularly described in SCHEDULE A.
- 1.1.11. **“Companies Act”** means the Companies Act, 1956 or the Companies Act, 2013, as applicable, as now enacted or as the same may from time to time be amended, re-enacted or replaced.
- 1.1.12. **“Control”** shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- 1.1.13. **“Designated Bank Account”** shall mean the following bank account of the SAIL

Name of the bank: *[to be mentioned]*

Account number: *[to be mentioned]*

Name of the account holder: *[to be mentioned]*

IFSC Code: *[to be mentioned]*

- 1.1.14. **“Efficiency Parameters”** shall have the meaning given to such expression in Clause 10.1.
- 1.1.15. **“Eligibility Conditions”** shall mean the eligibility conditions specified in the Tender
- 1.1.16. **“Encumbrances”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales Agreement, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.
- 1.1.17. **“Governmental Approval”** means any authorization, approval, consent, licence or permit required from any Governmental Authority.
- 1.1.18. **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- 1.1.19. **“Event of Force Majeure”** shall have the meaning given to such expression in Clause 20.1.
- 1.1.20. **“Good Industry Practice”** means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.
- 1.1.21. **“Indemnified Party”** shall have the meaning given to such expression in Clause 15.1.
- 1.1.22. **“Parties”** means and refers to SAIL and the Allottee collectively and **“Party”** refers to any one of them.
- 1.1.23. **“Security Deposit”** shall have the meaning given to such expression in Clause 6.1
- 1.1.24. **“Person”** means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization.
- 1.1.25. **“Taxation”** (including with correlative meaning, the terms **“Tax”** and **“Taxes”**) means  
(a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Governmental Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added,

withholding, payroll, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; (b) any liability for the payment of any taxes, assessments and other charges, duties, impositions and similar liabilities by the Allottee as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any taxes, assessments and other charges, duties, impositions and similar liabilities for the payment of any amounts by the Allottee as a result of any express obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement with any other Person with respect to such amounts and including any liability for Taxes of a predecessor entity.

1.1.26. “**Third Party**” means any Person that is not a signatory to this Agreement.

1.1.27. “**Term**” shall have the meaning given to such expression in Clause 21.2.

1.1.28 “**Tender**” shall mean the Request for Proposal issued by SAIL vide  
SAIL/BP/Schools/2018/01 dated .....

1.1.29. “**Termination Event**” shall have the meaning given to such expression in Clause 21.3.1.

1.1.30. “**Warranties**” shall have the meaning given to such expression in Clause 14.1.



## 1.2. **Interpretation**

- 1.2.1. Any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- 1.2.2. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.2.3. References to the masculine, the feminine and the neuter shall include each other.
- 1.2.4. The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.
- 1.2.5. A reference to a **party** shall include that party's representatives, successors and permitted assigns.
- 1.2.6. Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement.
- 1.2.7. A reference to "**in writing**" includes any communication made by letter **but not e-mail or fax** (unless otherwise expressly provided in this Agreement).
- 1.2.8. Unless otherwise specified, any reference to a time of day is to Indian Standard Time.
- 1.2.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 2. **ALLOCATION OF THE SCHOOL**

- 2.1. The Allottee hereby represents and warrants to SAIL that it has complied with all the terms and conditions of the Tender as were required to be complied with by the Allottee, with respect to allotment process for the School and the Allottee is eligible in all respects to receive allocation of the School. The Allottee also represents and warrants to SAIL that it is in compliance with all the Eligibility Conditions and would continue to be in compliance with all the Eligibility Conditions during the Term.
- 2.2. Relying on the representations and warranties of the Allottee and the information, documents and other undertaking provided by the Allottee, including the Warranties provided under Clause 14, SAIL is pleased to enter into this Agreement with the Allottee for allocation of the School to the Allottee subject to terms and conditions specified in this Agreement.

### **3. CONDITIONS FOR ALLOTMENT**

#### **3.1. Allotment Conditions**

The issuance of the Allotment Order in favour of the Allottee shall be subject to satisfaction of the following conditions (collectively the “**Allotment Conditions**”):

- (a) the Allottee continuing to be in compliance with all the Eligibility Conditions;
- (b) the Allottee having furnished the Security Deposit in the form of a Bank Guarantee which will be substantially as per Schedule – D of this Agreement with in 15 days of the signing of this Agreement..
- (c) Allottee having paid the first instalment of the Annual Payment as per provisions Clause – 9.0.
- (d) Allottee will complete the actions required under Allotment Conditions and send a Completion Notice to SAIL with in 15 days of the signing of this Agreement. In case the Completion Notice is not received with in 15 days of the signing of the Agreement, SAIL will have right to annul the allocation of School to allottee and forfeit the Bid Bond.

### **4. THE ALLOTMENT ORDER**

- 4.1. Upon receipt of the Completion Notice evidencing compliance with each of the applicable Allotment Conditions, SAIL may issue the Allotment Order in the manner provided in this Clause 4.
- 4.2. The Allottee shall depute an authorised representative of the Allottee (“**Authorised Representative**”) to receive the Allotment Order on behalf of the Allottee on the date, time and place specified by SAIL under Clause 4.3.
- 4.3. The Authorised Representative shall be provided the Allotment Order in duplicate and shall be required to acknowledge the receipt of the Allotment Order. In the event, the Authorised Representative is not present on the date and time specified by SAIL under this Clause 4.3, then SAIL shall dispatch the Allotment Order by registered post with acknowledgment due, to the registered office of the Allottee.
- 4.4. The Allottee shall, within seven Business Days of the receipt of the Allotment Order through the Authorised Representative or through registered post, as the case may be, sign and return the duplicate copy of the Allotment Order in acknowledgement thereof. In the event the duplicate copy of the Allotment Order duly signed by the Allottee is not received by the aforementioned date, SAIL may, unless it consents to extension of time for submission thereof, appropriate the Security Deposit and other payments made by such Allottee as damages and also terminate this Agreement and cancel and withdraw the Allotment Order.

## **5. POST ALLOTMENT OBLIGATIONS**

### **5.1. Commencement Plan**

- 5.1.1. Within [number of days] Business Days of the date of the Allotment Order, the Allottee shall be required to submit a detailed plan (the “**Commencement Plan**”) towards take over of the School. The Commencement Plan shall include all actions that the Allottee may be required to run the school.
- 5.1.2. The Commencement Plan shall be prepared by the Allottee to ensure strict compliance with the Efficiency Parameters.
- 5.1.3. The Commencement plan will also contain a list of movable assets of School (furniture and fixtures etc ) which the Allottee intends to acquire from SAIL. SAIL will examine the list and inform Allottee the list of movable assets which can be handed over to Allottee, such transfer of movable assets will be at book value of these assets as per last audited accounts of SAIL.
- 5.1.4. The School will be handed over to the Allottee on as is where is basis and SAIL will not entertain any request by Allottee to improve/modify the facilities after notification of award by SAIL.

## **6. SECURITY DEPOSIT AND APPROPRIATION**

### **6.1. SECURITY DEPOSIT :-**

- 6.1.1. The Allottee shall provide an irrevocable and unconditional Bank Guarantee from an Acceptable Bank [issued and payable] at ..... for an amount equal to INR [amount in figures] (Indian Rupees [amount in words]) (the “**Security Deposit**”) in substantially the same form as provided in **SCHEDULE- D** within such time as specified in Clause 3.1.b
- 6.1.2. The Security Deposit shall be an amount which is equal to two year rent for the School calculated on the basis of bid submitted by the Allottee as per Tender. The rent is subject to an increase by 20% every five year during the Term
- 6.1.3. Bank guarantee constituting the Security Deposit shall be substituted with another bank guarantee of the enhanced value issued in accordance with this Clause 6, one month before 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> anniversary of the Effective Date of this Agreement

### **6.2. Events for appropriation of the Security Deposit**

- 6.2.1. The Security Deposit may be appropriated by SAIL upon occurrence of any of the following events (the “**Appropriation Event**”), to be determined by SAIL in its sole discretion:

- (a) failure of the Allottee to provide the duly acknowledged duplicate copy of the Allotment Order as required under Clause 4.4;
- (b) failure of submission of Commencement Plan within the time specified in Clause 5.1.1;
- (c) failure of the Allottee to comply with the Essential Efficiency Parameters as required under Clause 10;
- (d) Abandonment of the School for a period exceeding 30 days
- (e) Failure of Allottee to ensure reservation for wards of SAIL employees as per clause 8.5 of this Agreement.
- (f) Failure of the Allottee to ensure implementation of Commencement Plan

6.2.2. Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure as provided in Clause 20, which could not have been mitigated by the Allottee through Good Industry Practice, then the Security Deposit shall not be appropriated for such specific Appropriation Event.

### 6.3. **Manner of appropriation of the Security Deposit**

6.3.1. Upon occurrence of an Appropriation Event, to be determined by SAIL, SAIL shall have the unconditional right to appropriate the Security Deposit by providing a written notice to the Allottee in full or in part.

6.3.2. Any Appropriation Event resulting in appropriation of the entire Security Deposit shall be a Termination Event for the purposes of Clause 21 (EFFECTIVE DATE, TERM AND TERMINATION).

6.3.3. In the event of a part appropriation of the Security Deposit, the Allottee shall be required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Security Deposit within fifteen Business Days of receipt of a notice under Clause 6.3.1, failure to do so shall be a Termination Event for the purposes of Clause 21 (EFFECTIVE DATE, TERM AND TERMINATION). Appropriation Event, except as mentioned in clause 6.2.1 (d), shall be rectified within seven Business Days of receipt of a notice under Clause 6.3.1. Appropriation Event mentioned in clause 6.2.1 (d) shall be rectified by Allottee at the earliest but not later than 30 days failure to do so shall be a Termination Event for the purposes of Clause 21 (EFFECTIVE DATE, TERM AND TERMINATION).

6.3.4. In the event that on account of one or more Appropriation Events, an amount equal to hundred per cent of the Security Deposit is appropriated in aggregate in one or more instances, the same shall be a Termination Event for the purposes of Clause 21 (EFFECTIVE DATE, TERM AND TERMINATION).

## **7. INFORMATION**

- 7.1 In addition to information that may be required to be provided in accordance with Applicable Laws, the Allottee shall provide periodic reports to SAIL including compliance with the Efficiency Parameters, in accordance with the following provisions:

**(a) *Quarterly Report***

Subsequent to the Commencement Report, the Allottee shall provide a written intimation (“**Quarterly Report**”) to SAIL within [seven] Business Days of end of June, September, December and March every year comprising: (i) a declaration regarding compliance with the Efficiency Parameters in the immediately preceding three months. In the event of a non-compliance with the Efficiency Parameters, complete particulars of the same, including the reasons for such non-compliance, and the corrective steps proposed to be undertaken; and (ii) such other information as may be required to be provided by SAIL

**(b) *Yearly Report***

Within [seven] Business Days of conclusion of the annual general meeting of the Allottee, it shall provide the following information to SAIL

- (i) two certified copies of its balance sheets, cash flow statement and profit and loss account, along with a report thereon by its statutory auditors; and
- (ii) such other information as may be required to be provided by SAIL.

## **8. RUNNING OF THE SCHOOL :-**

- 8.1 Allottee shall ensure that assets of School handed over by SAIL to Allottee shall be utilised strictly for education purpose and shall not be utilised for any other purpose whatsoever, either directly or indirectly.
- 8.2 Allottee will ensure representation of two representatives of SAIL in the local managing Committee of School at all times during the Term. The quorum for any meeting of the local managing committee of School will not be taken as complete in case at least one of the representative of SAIL is present in person.
- 8.3 Allottee will take over the School as an ongoing concern having students as per details given in Schedule-A of this Agreement. The Allottee shall give sufficient opportunity to students on the rolls of the School as on Effective Date of this Agreement. Allottee shall not strike off names of such students unless there is default in payment of specified fees.
- 8.4 Allottee will clear all dues towards Electricity and Water payable to SAIL as per the Bills raised by SAIL from time to time Allottee shall also pay for any service rendered by SAIL based on request made by Allottee to SAIL for providing such service.

## **8.5. Reservation for Wards of SAIL Employees**

- 8.5.1. 20% of the intake to the School for every academic year will be reserved for wards of SAIL employees. Applications against this category will be considered only when accompanied by an endorsement letter issued by authorised official from education department of .... (name of the plant) of SAIL. In case the seats reserved for wards of SAIL employee remain vacant after two months of start of admission process for any academic year the allottee will be allowed to take admissions from open category against such vacant seats.

The fee structure for wards of SAIL employees will not exceed the fees specified in Schedule–H of this Agreement during first Year of this Agreement. Allottee will be allowed to effect an increase in these fees not exceeding 10% per annum for subsequent years during the Term of this Agreement. Wherever no fee is being charged at present from any category of wards of SAIL employees, fixation of fee in future years will be in consultation with SAIL.

- 8.6 Allottee shall not make any additional construction / structural change in the School without written consent from SAIL for this purpose and will hand over clear possession back to SAIL on completion of the Term or Termination of this Agreement as per Clause 21 of this Agreement.

## **9.0 ANNUAL PAYMENTS AND ESCALATION**

### **9.1. ANNUAL Payment**

- 9.1.1. The Allottee shall be required to make Annual payment (the “**Annual Payment**”) towards Annual Rent for School as per the Schedule–G of the Agreement (as escalated in accordance with Clause 9.2) .

- 9.1.2. The Annual Payment is required to be made in the Designated Bank Account within 20 calendar days of expiry of each Year. However the first instalment of the Annual Payment will be paid with in 15 days of the signing of this Agreement.

### **9.2. Escalation**

- 9.2.1. For the purposes of computation of the Annual Payment, the Rent shall be subject to an escalation by 20% on completion of 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> , 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> anniversary of the Effective Date of this Agreement
- 9.2.2. In the event that the failure of the Allottee to make payment of the Annual Payment exceeds for more than one instance, such non-compliance may also result in termination of this Agreement as provided in Clause 21 (EFFECTIVE DATE, TERM AND TERMINATION).

## **10. EFFICIENCY PARAMETERS**

10.1. The running of School shall be subject to the Efficiency Parameters listed in SCHEDULE C (the “**Efficiency Parameters**”).

10.2. The Allottee would provide periodic information to SAIL regarding compliance with the Efficiency Parameters in the manner stipulated in Clause - 7 (INFORMATION).

## **11. GENERAL RIGHTS AND OBLIGATIONS**

### **11.1.1 Change of Affiliation**

The Allottee shall be entitled to receive a No Objection Certificate (NOC) from SAIL for Change of Name of the School for the purpose of its Affiliation with respective education boards or with any regulatory authorities as may be required subsequent to the transfer. SAIL will also provide all assistance to Allottee for such change of affiliation.

11.1.2 Any change of Affiliation of school with the education board subsequent to Effective Date of the Agreement will be with permission of SAIL.

### **11.2. Authorisations**

The Allottee shall obtain and maintain all Governmental Approvals required for running the School. SAIL undertakes, on a no-obligation basis, to assist Allottee in getting the approvals from statutory authorities.

### **11.3. Health, Safety, Welfare, Social Security and Minimum Wages**

11.3.1. The Allottee shall comply with all Applicable Laws and observe Good Industry Practice for the protection of the general health, safety, welfare, social security and minimum wages of employees engaged at the School, including employees of any Contractor or sub-Contractor and of all other persons having legal access to the area covered by this Agreement.

11.3.2. Without prejudice to the generality of the foregoing, the Allottee shall ensure payment of minimum wages to the employees engaged at the School and in related activity including employees of any Contractor or sub-Contractor.

11.3.3. The Allottee shall train teaching staff engaged at the School, including employees of any Contractor or sub-Contractor as per Good Industry Practice.

11.3.4. Without prejudice to the generality of the foregoing, Allottee shall maintain the school to a standard that provides safe environments adequate for health and well-being of the students attending the school and which meet applicable sanitation standards in terms of Good Industry Practice.

## **12 CHANGE IN CONTROL AND TRANSFER**

### **12.1. Change in Control of the Allottee**

12.1.1. Change in Control of the Allottee or any transfer of the rights under this Agreement shall be permissible with prior intimation to SAIL if:

- (a) such change in Control does not result in the Allottee becoming non compliant with any of the Eligibility Conditions or the transferee is also compliant with the applicable Eligibility Conditions, as the case may be.
- (b) such change in Control or transfer does not require any prior consent, approval, no-objection certificate or the like under any Applicable Law.

## 12.2. **Consequences of default**

12.2.1. In the event of any change in Control or any transfer of right, title or interest in the School which is not in conformity with this Agreement or any Applicable Law, then in addition to any rights, remedy or consequences as may be applicable under Applicable Laws, SAIL in its sole discretion, appropriate the Security Deposit, terminate this Agreement; and/or terminate and withdraw the Allotment Order as the case may be.

12.2.2. Any transfer of right, title or interest which is not in conformity with this Agreement or Applicable Laws shall be deemed to be void *ab-initio*.

## 13.0 **COMPLIANCE AND RECORD KEEPING**

13.1. The Allottee shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Allottee in connection with this Agreement, the development of the School and matters incidental thereto and the steps taken by the Allottee to comply with Applicable Laws. The Allottee shall ensure that such records and books of accounts are sufficient to enable verification of the Allottee's compliance with its obligations under this Agreement.

13.2. The Allottee shall permit SAIL and its representatives, to access and take copies of the Allottee's records and any other information held at the Allottee's premises and to meet with the Allottee's personnel to audit the Allottee's compliance with its obligations under this Agreement. Such audit rights shall continue for three years after termination of this Agreement. The Allottee shall give all necessary assistance to the conduct of such audits during the Term of this Agreement and for a period of three year after termination of this Agreement.

## 14. **REPRESENTATIONS AND WARRANTIES**

14.1. The Allottee represents and warrants to SAIL (save as otherwise disclosed to SAIL in writing), as of the Agreement Date, in the manner as detailed in SCHEDULE-E ("**Warranties**").

14.2. None of the representations, warranties and/ or statements contained in this Agreement shall be treated as qualified by any actual or constructive knowledge on the part of SAIL or the Central Government or any of its respective agents, representatives, officers, employees or advisers.



- 14.3. In the event that any of the representations or warranties made or given by the Allottee ceases to be true or stands changed, the Allottee shall promptly notify SAIL of the same. The Allottee hereby waive all its rights to invoke and shall not invoke the SAIL's knowledge (actual, constructive or imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of Warranties or covenant or obligation of the Allottee.

## 15 INDEMNITIES

- 15.1. In this clause, a reference to SAIL shall include the Directors, officers, employees, staff, advisors, representatives or agents of SAIL (collectively the “**Indemnified Party**”) and the provisions of this Clause shall be for the benefit of the Indemnified Party, and shall be enforceable by each such Indemnified Party.
- 15.2. The Allottee shall indemnify the Indemnified Party against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:
- (a) any breach of the Warranties
  - (b) Allottee's breach or negligent performance or non-performance of this Agreement;
  - (c) the enforcement of this Agreement;
  - (d) any claim made against the Indemnified Party for actual or alleged infringement of a Third Party's rights arising out of or in connection with running of the School or performance or non performance of any of the obligations under this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Allottee, its employees, agents or contractors
  - (e) any claim made against the Indemnified Party by a Third Party for death, personal injury or damage to property arising out of or in connection running of School or performance or non performance of any of the obligations under this Agreement;
  - (f) any loss or damages caused on account of breach of any Applicable Law by the Allottee, including without limitation any costs incurred by SAIL in cleaning or rectifying of any environmental damages caused by the Allottee on account of, lack of Good Industry Practice; breach, negligent performance or failure or delay in performance of this Agreement; or non-compliance with Applicable Law.
- 15.3. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (a “**Claim**”), the Indemnified Party shall as soon as reasonably practicable, give written notice of the Claim to the Allottee, specifying the nature of the Claim in reasonable detail.

- 15.4. Subject to the Allottee providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Allottee may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.
- 15.5. Payments of the amount of Claim shall become due and payable within [thirty] Business Days of receipt of notice of Claim. If a payment due from the Allottee under this clause is subject to Tax (whether by way of direct assessment or withholding at its source), the Indemnified Party shall be entitled to receive from the Allottee such amounts as shall ensure that the net receipt, after Tax, to the Indemnified Party in respect of the payment is the same as it would have been were the payment not subject to Tax.

## **16. ASSIGNMENT**

### **16.1. Prohibition on Assignment**

- 16.1.1. Except as provided in this Clause 16 the Allottee shall not assign this Agreement, either directly or indirectly, save and except with the prior consent in writing of the SAIL , which consent SAIL shall be entitled to decline without assigning any reason.
- 16.1.2. Subject to compliance with provisions of Clause 12.1,1, this Agreement may be assigned by the Allottee in the following events:
- (a) upon occurrence of a change in Control or transfer which is permissible in terms of Clause 12, to the transferee;

### **16.2. Assignment Conditions**

Assignment of this Agreement shall also be subject to the following conditions precedent:

- (a) the proposed assignee must meet the applicable Eligibility Conditions;
- (b) the proposed assignee must agree to unconditionally and irrevocably adhere to the provisions of this Agreement and must enter into a deed of adherence in the manner as prescribed by SAIL;
- (c) the proposed assignee must have furnished the Security Deposit, to substitute any subsisting Security Deposit provided by the Allottee;
- (d) the proposed assignee must have paid any other amount due from the Allottee and agree to indemnify and hold SAIL harmless in all respects against any claims from any Third Party or the Allottee with respect to such assignment.

## **17.0 INSURANCE**

- 17.1. At all times during the Term hereof, the Allottee will maintain, and cause its Contractors and sub-Contractors to maintain, with financially sound and reputable insurers, insurance against such casualties and contingencies, of such types, on such terms and in such

amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is consistent with Good Industry Practice.

## **18 ACCOUNTS AND AUDIT**

### **18.1. Audited Accounts**

The Allottee shall maintain books of accounts recording all its receipts, income, expenditure, payment, assets and liabilities in accordance with Good Industry Practice and Applicable Laws.

### **18.2. Appointment of Auditors**

SAIL shall have the right, but not the obligation, to appoint at its cost, from time to time and at any time, an auditing firm or an auditor to audit and verify all those matters, expenses, costs, realizations and things with respect to the School or which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

### **18.3. Certification by Statutory Auditors**

Documents provided by SAIL to Allottee in connection with any claim and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors. Similarly details provided by Allottee relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

## **19 INSPECTION BY SAIL**

19.1. SAIL, through its authorized representatives shall have the right to free ingress and egress within any part of the School at any time to inspect works or activities being undertaken or implemented by the Allottee in order to monitor and verify compliance with the terms of this Agreement and all Applicable Laws.

19.2. SAIL shall have the right to conduct, either directly or indirectly through any Third Party, a performance audit to verify compliance by the Allottee, of its obligations hereunder.

## **20. EVENT OF FORCE MAJEURE**

20.1. Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Allottee, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Allottee of its obligations or enjoyment of its rights:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;

- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (iv) nuclear, chemical or biological contamination or sonic boom;
  - (v) collapse of buildings, fire, explosion or accident;
  - (vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Allottee claiming the same as an Event of Force Majeure and attributable to such Allottee's policies regarding labour, compensation or employment or labour related conditions).
- 20.2. Provided it has complied with Clause 20.3, if the Allottee is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Event of Force Majeure, the Allottee shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 20.3. Upon occurrence of an Event of Force Majeure, the Allottee shall:
- (i) as soon as reasonably practicable after the start of the Event of Force Majeure but no later than thirty Business Days from its start, notify SAIL in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of Force Majeure on its ability to perform any of its obligations under this Agreement; and
  - (ii) use all reasonable endeavours to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.
- 20.4. In the event that performance of obligations under this Agreement remain suspended for a period of: (a) [six] months continuously; (b) or [nine] months over a period of [one] year, then SAIL may in its sole discretion terminate this Agreement in the manner provided in Clause 21 (EFFECTIVE DATE, TERM AND TERMINATION).

## **21. EFFECTIVE DATE, TERM AND TERMINATION**

### **21.1. Effective Date**

This Agreement, except for Clauses [●] shall come into effect on the Agreement Date. Clauses [●] shall come into effect on the date on which the Allotment Order is issued by SAIL..

### **21.2. Term**

This Agreement shall commence on the dates mentioned in Clause 21.1 and shall continue for the period 33 years (“**Term**”), unless agreed otherwise by the Parties and unless this Agreement is terminated earlier in accordance with its terms prior to the expiry of the Term.

### 21.3. Termination

21.3.1. This Agreement may be terminated upon occurrence of any of the following events (each a “**Termination Event**”):

- a) Termination by mutual consent
- b) by failure of the Allottee to complete the Allotment Conditions within the time specified in Clause 3.1;
- c) occurrence of any Appropriation Event resulting in appropriation of the entire Security Deposit or on account of one or more Appropriation Events, an amount equal to hundred per cent of the Security Deposit being appropriated in aggregate (in one or more instances) as provided in Clause 6.3;
- d) failure of the Allottee to replenish the Security Deposit within a period of [15] Business Days, in the event that a part of the Security Deposit has been appropriated;
- e) non compliance of the Allottee with the Desirable Efficiency Parameters for more than [five] instances (in aggregate and not over a specified period) as provided in Clause 10.2;
- f) suspension of obligations on account of an Event of Force Majeure for a period longer than as specified in Clause 20.4;
- g) the Allottee dissolves, liquidates, becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a trustee or receiver for itself, or commences any proceedings concerning itself under a law concerning bankruptcy or insolvency other than for the purposes of corporate reorganization;
- h) any other breach of any of the provisions of this Agreement (including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever), which is not cured by the Allottee within [thirty] Business Days of becoming aware of the same, on its own accord or upon receipt of a notice from SAIL;
- i) cessation of running of school exceeding a period of two months continuously, or six months over a period of two years] without occurrence of any Event of Force Majeure;

21.3.2. Upon occurrence of a Termination Event, SAIL may elect to terminate this Agreement by providing a [15] Business Days written notice to the Allottee. The determination of SAIL regarding occurrence of a Termination Event shall be final and binding on the Allottee.

21.3.3. In case SAIL elects to terminate this Agreement, then the Security Deposit and all other payments made by the Allottee shall be forfeited and the Allottee shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/termination and also for the obligations that must be fulfilled after termination

**21.3.4. Retention of Books and Records**

Upon termination of this Agreement, the Allottee shall retain all documents, books and records related to the School for a period of [three] years or such longer period as may specified under Applicable Law. It is clarified that the Allottee may also retain such books and records in electronic form if permitted under Applicable Laws.

**22 GOVERNING LAW AND DISPUTE RESOLUTION**

22.1. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws.

22.2. Any dispute, controversy or claim arising out of or relating to or in connection with the Agreement including a dispute as to the validity or existence of this Agreement, or any breach or alleged breach thereof, shall be settled through mutual discussions between the Parties. In this regard, the Allottee shall nominate an officer not below the rank of a director to participate in the discussions on its behalf.

22.3. In the event that the Allottee fails to nominate an officer in the manner required under Clause 22.2; or the Parties are unable to resolve any dispute in accordance with Clause 22.2 within a period of [30] Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with in accordance with the Rules of Conciliation & Arbitration, 2003 of SCOPE Forum of Conciliation & Arbitration and the award made in pursuance thereof shall be final and binding on the parties.

22.4. It is expressly agreed between the Parties, that any existence of a dispute shall not affect in any manner any of the rights of SAIL under this Agreement, including without limitation the right to appropriate Security Deposit or terminate this Agreement, until a final determination in this regard is made.

22.5. The provisions contained in this Clause-22 shall survive the termination of this Agreement.

**23. MISCELLANEOUS**

**23.1. Time of Essence**

Each of the Parties hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

**23.2. Publicity**

The Allottee shall not issue any information, document or article for publication in any news or communications media or make any public statement in relation to this Agreement without the prior written consent of SAIL unless required to do so by Applicable Law, provided that prior to any disclosure of any such information required by Applicable Law, the Allottee must first notify SAIL, who shall then have the opportunity to respond to and/or dispute such intended disclosure.

### **23.3. Severability**

23.3.1. If any term, provision, covenant or restriction of this Agreement or the application thereof to any Person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other Governmental Authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this Agreement and the application thereof to Persons or circumstances (other than those as to which any portion of this Agreement is held invalid, void or unenforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

23.3.2. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

### **23.4. Costs and Expenses**

23.4.1. The Allottee shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.

23.4.2. The stamp duty payable for this Agreement shall be borne by the Allottee.

### **23.5. Further Assurance**

The Allottee shall cooperate with SAIL and execute and deliver to SAIL such instruments and documents and take such other actions as may be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

### **23.6. Waiver**

23.6.1. The waiver of any default or breach under this Agreement by SAIL shall not constitute a waiver of the right to terminate this Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.

23.6.2. No failure or delay by SAIL in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time

and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of SAIL under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under Applicable Law.

**23.7. Amendments**

No amendment of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression “amendment” shall include any amendment, variation, supplement, deletion or replacement however effected. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.

**23.8. Counterparts**

This Agreement may be executed in two counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together will constitute one and the same instrument.

**23.9 No Agency or partnership**

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party or shall be deemed to be the agent of the other Party in any way.

**23.10. Notices**

All notices, requests, demands or other communication (“**Notice**”) required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post with acknowledgment due, or transmitted by facsimile transmission to the other Parties at the address indicated in SCHEDULE-F hereof or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 23.10 shall be deemed to have been given and received on the day of its receipt at such address.



A copy of the Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified in SCHEDULE F solely for the information of the recipient and shall take effect only when the registered post is actually delivered to the recipient, as the case may be.

**23.11. Entire Agreement**

This Agreement (including all such deeds and documents issued or executed pursuant hereto or referred to herein) and the Allotment Document constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein. In the event of a conflict between this Agreement and the Allotment Document, the provisions of this Agreement shall prevail to the extent of the conflict.

**23.12. Specific Performance of Obligations**

SAIL shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to seek or enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorised representatives on the date and year written below, at ,,,,,,,,,,,,,,,,,,,,,,,,,,:

**Signatories**

SAIL

[Name of the Allottee]

.....  
Name:  
Date:

.....  
Name:  
Designation  
Date:  
Duly authorized to execute this Agreement pursuant to [resolution passed by the board of directors of the [*name of the Allottee*] on [*date*]].

## **SCHEDULE A - PARTICULARS OF THE SCHOOL**

[Particulars to be provided to identify the School in detail, including name, area, etc.]

**SCHEDULE- B : FORMAT COMPLETION NOTICE**

**(To be sent by Allottee to SAIL after fulfilment of Allotment Condition)**

To

Steel Authority of India Limited

[address]

[date]

**Subject : Intimation under Clause 3.1 of the Lease cum Licence Agreement (the “Agreement”).**

Dear Sir,

We write with reference to Clause 3.1 of the Agreement we wish to inform the following :-

- i) We have made a Security Deposit of Rs .....in the Designated Bank Account of SAIL a copy of the Proof of Payment is enclosed

or

We hereby submit the Bank Guarantee for Rs .....issued by ..... (any Acceptable Bank ) which valid upto .....as Security Deposit

- ii) We have also Deposited Rs .....as first instalment of the Rent payable to SAIL as per clause 9.1.2 of the Lease cum License Agreement with SAIL

Your Sincerely,

.....

(Authorised Signatory)

Name:

Designation:

**Enclosed: As Above**

## **SCHEDULE C - EFFICIENCY PARAMETERS**

### **ESSENTIAL EFFICIENCY PARAMETERS**

1. Timely payment of the rent payable to SAIL
2. Timely clearing of all dues towards Power, Water or any other service provided to School.
3. Failure to ensure reservation for wards of SAIL employees as per clause 8.5 of the agreement.

### **DESIRABLE**

1. Maintain Teacher Student Ratio of School below 45 students / teacher
2. Pass percentage of the students in School should be above 80%.
3. The Curriculum of the school should have a mix of co-curricular and extra-curricular activities.
4. The school management will take adequate actions for personality development of the students.
5. The school should have proper infrastructure facilities to ensure good learning and safe environment to the students.
6. Ensuring compliance for norms and standards for a school as laid down under Right to Education Act, 2009.

## SCHEDULE - D : FORMAT OF SECURITY DEPOSIT

### SECURITY DEPOSIT BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... (Name of the Bank)

Address .....

Guarantee No. ....

A/c Messrs ..... (Name of Successful Allottee)

Date of Expiry .....

Limit to liability (currency & amount)

.....

Agreement No. ....

For ..... (Name of Facilities)

Subject : ..... Security Deposit Bank Guarantee.

Date ..... 201..

To

.....

.....

.....

[Name and Address of Employer]

Dear Sir,

We refer to the Lease cum License Agreement (hereinafter called the “Agreement”) Reference No. .... Dated ..... between you and M/s. (Name of the Successful Allottee) (hereinafter called the “Successful Allottee”) for management of SAIL Owned School as per Agreement (Name of the Facilities) Whereas the Successful Allottee has undertaken to produce a Bank guarantee under the Agreement including any amendment thereto, to secure its obligations to you for the performance of the Agreement including the guarantees and warranties as per Agreement.

1. We ..... (Name of the Bank) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the Successful Allottee and without protest and demur an amount not exceeding ..... (currency and amount). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....
2. Notwithstanding anything to the contrary we agree that your decision as to whether the Successful Allottee has committed a breach of any terms and conditions of the Agreement shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Successful Allottee in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and inforce initially upto\_\_\_\_\_ and the same shall be extended further during the Term of the said Agreement.
5. This guarantee shall not in any way be affected by you taking any securities from the Successful Allotee or by the winding up, dissolution, insolvency or death as the case may be of the Successful Allotee. We shall not be entitled to proceed against the assets of the Successful Allotee at your site
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Successful Allotee, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
7. This guarantee is in addition to any other guarantee or guarantees given to you by us.
8. This guarantee shall not be discharged by any change in the constitution of the Successful Allotee or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum ..... (currency and amount) and shall expire on ..... unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
10. We, the said Bank lastly confirm that the Signatory(s) of this Guarantee is/are authorized to issue this Guarantee through Board Resolution No. ....dated.....

Your faithfully

Dated ..... day of ..... 201..

For .....  
(Name of the Bank)

## **SCHEDULE E – WARRANTIES**

### **1. INFORMATION**

- 1.1. The information, provided to SAIL during the allotment process and any time thereafter, including but not limited to the information contained in this Agreement, by the Allottee is true, accurate and not misleading in any manner whatsoever.
- 1.2. Neither this Agreement nor any of the information and documents provided during the allotment process exercise contains any untrue statement of fact, or omits to state a material fact necessary to make the statements herein or therein not misleading. The documents provided to SAIL and/or its advisors during the conduct of the allotment process, are true and complete copies of such documents and none of the information provided to SAIL and/or its advisors during the allotment process was incorrect, inaccurate or misleading in any manner whatsoever.

### **2. AUTHORITY**

- 2.1. The Allottee has full legal capacity to enter into this Agreement and to perform its obligations under it and has taken all action necessary to authorise such execution and delivery and the performance of such obligations.
- 2.2. This Agreement has been duly executed and delivered by the Allottee, and (assuming due authorisation, execution and delivery and performance by the Parties), constitutes a legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with the terms of the Agreement.
- 2.3. The Allottee has obtained requisite corporate authorisation, including passing of all necessary resolutions at the meeting of its Board of Directors held on [●] to execute this Agreement and carry out all transactions and actions contemplated under this Agreement and do all necessary acts incidental to this Agreement.
- 2.4. The execution and delivery of this Agreement by the Allottee and the performance of the obligations under it do not and shall not:
  - (a) conflict with or violate any provision of the memorandum of association or articles of association of the Allottee;
  - (b) require on the part of the Allottee, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;
  - (c) Conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in favour of any party any right to terminate, modify or cancel, or require

any notice, consent or waiver under, any Agreement or instrument to which the Allottee is party or by which it is bound or to which its assets are subject;

- (d) violate, conflict with or constitute a default under any Applicable Law, lien, lease, judgement, award, ordinance, order, writ, injunction, decree, statute, rule or regulation or any other restriction of any kind or character applicable to the Allottee or its properties or assets;

2.5. No person is entitled to any brokerage, finder's, or other similar fee or commission in connection with the transactions contemplated by this Agreement.

### 3. **GENERAL**

#### The Allottee

- (a) meets all the Eligibility Conditions prescribed under the Tender
- (b) has the financial standing and capacity to run the School in accordance with the Efficiency Parameters;
- (c) is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (d) there are no actions, suits, proceedings or investigations pending or to the Allottee's 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 constitute an event of default hereunder;
- (e) has neither violated nor defaulted nor has knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority;
- (f) has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities;
- (g) no bribe or illegal gratification or any other illegal amount has been paid or will be paid in cash or kind by or on behalf of the Allottee to any Person to procure the rights granted hereunder; and
- (h) Without prejudice to any express provision contained in this Agreement, the Allottee acknowledges that prior to the execution of this Agreement, the Allottee has after a complete and careful examination made an independent evaluation of the School and the information provided by SAIL and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Allottee in the course of performance of its obligations hereunder. The Allottee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby



confirms that SAIL shall not be liable for the same in any manner whatsoever to the Allottee.

## **SCHEDULE F - ADDRESS FOR PROVIDING NOTICES**

### **A. Notice to SAIL**

<b>Address</b>	
<b>Telephone</b>	
<b>E-mail (only for information)</b>	

### **B. Notice to the Allottee**

<b>Address</b>	
<b>Telephone</b>	
<b>E-mail (only for information)</b>	

**SCHEDULE- G - ANNUAL PAYMENT TO SAIL**

**(Will be based on Financial Bid of the Successful Allottee)**

## **SCHEDULE H - Present Fees Structure of the Schools**