

Volume I

RFP NO.- 510/16-3-2020-15 (9C)2018 dated 04.12.2020

Government of Uttar Pradesh



Request for Proposal (RFP)

for

Selection of Private Partners for Implementation of newly constructed Industrial Training Institutes (ITIs) and Polytechnics of the Government of Uttar Pradesh through Public Private Partnership (PPP)

The Department of Vocational Education & Skill Development & Technical Education, Government of Uttar Pradesh (UPVESD&TE)

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Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Technical and Financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or its Associates, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select the Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred

in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Glossary

Associate	As defined in Clause 2.2.1
Authority	As defined in Clause 1.1.1
Authorized Representative	As defined in Clause 2.12.2
Bidder/ Bidders	As defined in Clause 1.2.1
Bid	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.
Bid Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.5
Bid Validity Period	As defined in Clause 2.17
Concessionaire	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Consortium Agreement	As defined in Clause 2.2.11(f)
Concession Period	As defined in Clause 1.1.4
Damages	As defined in Clause 2.2.1 (c)
Demand Draft	As defined in Clause 1.2.2
DSC	As defined in instructions for e-tendering
EoI	Expression of Interest published by the Authority dated 26.06.2020
Eligible Projects	As defined in Clause 2.2.5.1
Financial Bid	As defined in Clause 1.1.7
Financial Capacity	As defined in Clause 2.2.5.1
First round of bidding	As defined in Clause 3.4.2
Highest Scoring Bidder	As defined in Clause 1.2.8
ITI	As defined in Clause 1.1.1
Institutes / Institutions	As defined in Clause 1.1.2
Lead Member	As defined in Clause 2.2.11 (c)
LOA	Letter of Award, As defined in Clause 3.4.5

Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.9.1
Percentage Quote	As defined in Clause 1.1.7
Project	As defined in Clause 1.1.3
Polytechnics	As defined in Clause 1.1.1
Pre-Bid Conference	As defined in Clause 1.4
PPP	As defined in Clause 1.1.2
PPP Project	As defined in Clause 1.1.2
Performance Security	As defined in Clause 1.2.11
Project Information Memorandum	As defined in Clause 2.1.2
QCBS	As defined in Clause 1.2.1
Qualified Bidder	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian National Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.2.1
Single Capacity	As defined in Clause 2.2.5
Subject Person	As defined in Clause 2.2.1 (c)
SCOD	As defined in Clause 1.1.4
SPV	As defined in Clause 2.2.10 (a)
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.5
Tie Bidders	As defined in Clause 3.4.2.

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

INSTRUCTIONS FOR E-TENDERING

- The bidding process for this RFP will be completed online through the e-Tender portal. The RFP document can be downloaded free of cost from the e-Tender portal.
- The Bidder has to register with his/her Digital Signature Certificate (“DSC”) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- For successful registration of DSC on e-Procurement portal <https://etender.up.nic.in> the Bidder must ensure that he/she possesses Class-2/Class-3 DSC issued by any certifying authorities approved by the Controller of Certifying Authorities, Government of India, as the e-Procurement website <https://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The Bidder can obtain User Login Id and perform the DSC registration exercise even before the Bid submission date starts.
- The Bidder shall be required to use its own digital signature while uploading the Bid. The Bidder shall be required to upload the Bid using its digital signature only. Failure to comply or usage of digital signature of any other firm shall be liable for rejection of the Bid.
- This will be a two-cover bid process. The Bidders must upload all the required documents of Technical bid as per clause 2.13.6 in one PDF document under the first cover. The financial quote needs to be uploaded in the provided BOQ sheet in excel format under second cover. (The BOQ sheet provided along with the tender needs to be downloaded, filled up and uploaded under second cover). The required documents in the PDF should be organized as per the sequence provided in clause 2.13.6.
- It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://etender.up.nic.in>. The required electronic documents of the Technical Bid can be clubbed together to make it a single file.
- Bidder may visit www.uplc.in website for further details and call help line numbers pertaining to e-tendering process provided in the website. Bidder may also approach ‘e-procurement cell’ at UPLC, Lucknow for any help regarding DSC and registration in e-tender portal.

1. SECTION 1: INTRODUCTION

1.1. Background

1.1.1. The Department of Vocational Education, Skill Development & Technical Education (UPVESD&TE), Government of Uttar Pradesh having its principal office at Room Number-11, Ground Floor, New Building, Uttar Pradesh Secretariat, Lucknow 226001 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) has increased its focus on skilling individuals between 14-35 years age group through various skill development interventions in the form of Industrial Training Institutes (“ITIs”), polytechnic institutes (“Polytechnics”), Vocational Training Centers (“VTCs”) and short-term skill development training centers (“TCs”). The goal of the Authority is to impart quality skill development training to build a knowledgeable workforce to cater to the demand of the labour market. Additionally, generation of such industry-ready manpower would ensure India’s competitiveness in the global market.

1.1.2. In the process, the Authority has identified the importance of the private sector partners in the domain of skill development. The involvement of the private sector partners would leverage the industry knowledge as well as the investments in terms of relevant equipment, qualified trainers, multifaceted placement opportunities etcetera. The short-term training ecosystem has already given the private sector partners the opportunity to showcase their capabilities in the skill development domain and the involvement has resulted in success. Most of the major national skill development schemes such as DDU-GKY, PMKVY, RSETIs, RPL, Seekho aur Kamao etc. and other state sponsored schemes have already involved the private sector partners into skill development eco-system.

The Authority now intends to shortlist private partners to upgrade, operate and maintain 15 Polytechnics and 16 ITIs (each of the Polytechnic or ITI shall be referred as “**Institute**” and collectively referred as, “**Institutions**”) under Public Private Partnership (“**PPP**”) mode in the state of Uttar Pradesh (the “**PPP Project**”) to ensure quality interventions aligned to industry requirements. The proposed PPP would bring the private sector partners onboard to operate and maintain the Institutions, while concentrating on imparting relevant trainings through their expertise in the concerned fields. The Bidders can choose to bid either for ITI(s) or Polytechnic(s) or both. However, Bidders will be required to present the reasoning for choosing the locations as well as the Institute/Institutions during the presentation to the Authority.

1.1.3. The Selected Bidder (the “**Concessionaire**”) shall be responsible for establishing and managing an Institute (each a “**Project**”) in accordance with the provisions of the Concession Agreement (the “**Concession Agreement**”) between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. For the avoidance of doubt, a separate Concession Agreement shall be entered into with each Selected Bidder for each Project. The Concession Agreement sets forth the detailed terms and conditions for grant of a Project to the Concessionaire, including the scope of the Concessionaire’s services and obligations. The detailed scope of work and other Project related information has been provided in the Volume II of this RFP (Project Information Memorandum).

1.1.4. The Authority shall provide basic infrastructure in the form of land and building for each of the Institute. The Concessionaire shall be required to procure and install the necessary equipment as set out in the terms and conditions of the Concession Agreement to conduct day-to-day

operations of each Institute. The contract period for each of the Project (“**Concession Period**”) shall be of 20 (twenty) years and may be renewed at the sole discretion of the Authority provided there are no material defaults during the entire term of the Concession Agreement. The Scheduled Commencement Operation Date (“**SCOD**”) of each of the Institute shall be August 2021.

- 1.1.5. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.1.6. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7. Financial bids for each of the Project shall be the percentage of quota students from the Authority which a Bidder will enroll in each Institute (the “**Percentage Quote**”) subject to a floor value and shall be the sole criteria for financial evaluation (“**Financial Bid**”).

1.2. Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a QCBS Bidding Process for evaluating the proposals comprising of the Technical Capacity (“**Technical Bid**”) and Financial Bid (collectively referred to as the “**Bid**”) for selection of the bidder for award of each Project (“**Bidder**”). Bidders will be shortlisted based on the eligibility criteria set out in Clause 2.2. The Qualified Bidders will undergo a Quality and Cost-Based Selection process (the “**QCBS**”), with 70% (seventy per cent) weight assigned to Technical Bid and 30% (thirty percent) weight assigned to Financial Bid (collectively referred to as the “**Bidding Process**”). Bids received for each Institute will be evaluated separately. The Bidders who are considered responsive and meet the minimum eligibility criteria of Technical Capacity and Financial Capacity (for Category I Bidders) or Single Capacity (for Category II Bidders) (the “**Qualified Bidders**”) would be opened and evaluated for the purpose of identifying the Selected Bidder. The Qualified Bidders shall finally be ranked for each Project according to the combined technical and financial scores as specified in Clause 3.2, Clause 3.3 and Clause 3.4 of this RFP. Generally, the Highest Scoring Bidder for a Project under QCBS mechanism shall be the selected Bidder (the “**Selected Bidder**”). The remaining Qualified Bidders shall be kept in reserve.
- 1.2.2 Prior to participation in the Bidding Process, the Bidder shall pay to the Authority a sum of **INR 10,000.00** (Indian Rupees Ten Thousand) as **Tender Fee** in the form of a demand draft issued by a Scheduled Bank in India, drawn in favor of “**Director Training and Employment, Uttar Pradesh**” and payable at **Lucknow**, as the cost of the Bid process. In case, a Bidder had participated in the EoI stage (EOI no. 367/16/3/2020 dated 26.06.2020); then such a Bidder is not required to pay the aforesaid amount to the Authority. Such Bidders, who had participated

in the EOI stage, shall be required to provide the receipt of the payment made as proof in their Technical Bid document. The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 120 (one hundred twenty) days from the Bid Due Date.

- 1.2.3 At the qualification stage, the Technical Bids of the Qualified Bidders as per clause 2.2.5. would be evaluated and only those Qualified Bidders that are qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.
- 1.2.4 The Bidding Documents include Project Information Memorandum and draft Concession Agreement. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of INR 5,00,000.00 (Indian Rupees Five lakhs) (the “**Bid Security**”) for each Project, refundable no later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement for the respective Project. The Bidders have to provide Bid Security in the form of a bank guarantee acceptable to the Authority in the format provided at Appendix-IV. The validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.6 During the Bid stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of a Project including implementation thereof.
- 1.2.7 Bids are invited for each Project on the basis of highest score obtained by the Bidder using QCBS mechanism where both the Technical Bids and Financial Bids will be evaluated for the purpose of selection.
- 1.2.8 In this RFP, the term “**Highest Scoring Bidder**” in a Project shall mean the Bidder who has obtained the highest score through QCBS method as set out in section 3. Subject to the provisions of Clause 1.2.7, a Project will be awarded to the Highest Scoring Bidder.
- 1.2.9 Subject to Clause 3.2, generally, the Highest Scoring Bidder under QCBS mechanism shall be the Selected Bidder in a Project. The remaining Qualified Bidders shall be kept in reserve and in case such Highest Scoring Bidder withdraws or is not selected for any reason, the remaining Qualified Bidders may be asked to match the Financial Bid of the Highest Scoring Bidder in that Project (in cases the financial bid of Highest Scoring Bidder is higher than other Bidders in that Project) in accordance with the process specified in Clause 3.2 of this RFP. In the event that none of the other Bidders match the Bid of the Highest Scoring Bidder, the Authority may, in its discretion, invite fresh Bids or annul the Bidding Process, as the case may be, for the particular project.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail at cwteppp1@gmail.com by the specified date. The mail shall clearly bear the following title: “*Queries regarding ITIs and Polytechnics under PPP mode*”.

- 1.2.11 The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, provide to the Authority within [30 (thirty)] days from Letter of Award, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 10% (ten percent) of the Project Cost (“**Performance Security**”) which amounts to INR 30,00,000.00 (Indian Rupees Thirty lakhs) for each ITI and INR 20,00,000.00 (Indian Rupees Twenty lakhs) for each Polytechnic.

1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description		Date
1.	Publish of bidding documents on e-tender portal https://etender.up.nic.in	4 Dec 2020
2.	Last date for receiving queries	29 Dec 2020
3.	Pre-Bid Conference	4 Jan 2021
4.	Issuance of corrigendum; if any and Response to queries	8 Jan 2021
5.	Deadline for submission of hardcopies as per 2.13.8	18 January, 2021, 12:00 Noon
6.	Bid Due Date	18 Jan 2021, 15:00 PM
7.	Opening of Technical bids	18 Jan 2021, 16:00 PM
8.	Presentation by the shortlisted bidders	To be intimated
9.	Announcement of shortlist Bidders for opening of Financial bids	To be intimated
10.	Opening of Financial Bid	To be intimated
11.	Letter of Award (LOA)	To be intimated

1.4. Pre-Bid Conference

An Online Pre-Bid conference of the interested parties shall be convened at the designated date (“**Pre-Bid Conference**”). A link for attending online pre-bid conference will be provided at www.upted.gov.in well in advance.

Format for Pre-Bid Queries:

The bidder has to submit the pre-bid queries at cwteppp1@gmail.com by 29th December 2020 in the following format:

Sl. No.	Volume (I/II/III)	Section No.	Clause No.	Page No.	Bidder's Query/ Modification Requested	Rationale for Modification

2. SECTION 2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 No Bidder shall submit more than one Bid for any Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2 The project information memorandum (“**Project Information Memorandum**”) is being provided only as a preliminary reference document by way of assistance to the Bidders, who are expected to carry out their own surveys, investigations and other detailed examination of a Project before submitting their Bids. Nothing contained in the Project Information Memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4 The Technical Bid should be furnished in the format at Appendix–I along with all annexures (1 to 4), duly signed by the Bidder’s authorized signatory. The Financial Bid in BOQ shall clearly indicate the Percentage Quote *i.e.* percentage of quota students from the Authority which a Bidder will admit in each Institute.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.6 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Appendix–III.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of the Bidders

- 2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be member of another Bidder for any Project. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium. Consortium consisting of not more than 3 (three) Members is eligible for this RFP.
- (b) A Bidder may be a sole proprietor or other legal entity such as company, societies, trusts, partnership firms etc. registered in India or a combination of such registered entities with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (aa) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 15% (fifteen per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 20% (twenty-six percent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (bb) a constituent of such Bidder is also a constituent of another Bidder; or

- (cc) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (dd) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (ee) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (ff) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.2 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issuance of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date. This RFP is not transferable.
- 2.2.3 Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2.4 Non-Eligibility:

- 2.2.4.1 Bids of those Bidders against whom any criminal case is pending before a Court of Competent Jurisdiction or who have been convicted by a Court of Competent Jurisdiction shall not be considered.
- 2.2.4.2 Bids of those Bidders, who will found to be involved in theft or in non-payment of Government dues or taxes, will be out rightly rejected and will not be considered for the opening of Financial Bid.
- 2.2.4.3 The Bids of those Bidders who have been blacklisted or debarred by the Central Government or any Central Government authority or any State Government or any State Government authority, shall not be considered.

2.2.5 Eligibility criteria

- 2.2.5.1 To be eligible for qualification, a Bidder shall fulfil the following conditions of eligibility:

Category I:

- (A) **Technical Capacity:** Any of the below experience in operating technical training/technical education / skill development institutes during the last 5 (five) years (“**Eligible Projects**”):
 - (i) Operation of private ITIs or ITIs in PPP mode which are NCVT aligned; and/or
 - (ii) Operation of private Polytechnics which are AICTE affiliated; and/or
 - (iii) Operation of private engineering colleges affiliated by AICTE or operation of private universities/ private deemed universities which are affiliated by UGC; and/or
 - (iv) Any private training provider with experience of training of 13,000 candidates in short-term NSQF aligned courses; And
- (B) **Financial Capacity:** An average minimum net worth for such entities or Consortium of entities operating should be INR 1,25,00,000.00 (Indian Rupees one crore and twenty-five lakhs) or higher during the last 3 (three) financial years.

OR

Category II:

Single Capacity:

- i. A minimum net worth of INR 10,00,00,000.00 (Indian Rupees ten crore) during the last 3 (three) financial years; and
 - ii. has been continuously in operation for the last 5(five) years.
- 2.2.6 In case of a Consortium, at least one of the Members of the Consortium shall be required to fulfill all the conditions as set out in Category I (A).
- 2.2.7 In the event the Bidder is a Consortium, the number of Members of the Consortium should not be more than 3(three). All Consortium Members shall authorize the Lead Member by submitting the Power of Attorney.

- 2.2.8 In case of a Consortium, the Technical Capacity of only Lead Member will only be considered while Financial Capacity of all Members will be considered together.
- 2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:
- 2.2.9.1 Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of 2016-17, 2017-18 & 2018-19, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.9.1. For the purposes of this RFP, net worth (the “**Net Worth**”) for entities other than societies and trusts shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For societies and trusts Net Worth shall mean sum of corpus fund, endowment fund and accumulated reserves and surplus. Net worth of members of the sponsoring body/ promoters can also be included.
- 2.2.10 If the Bidder is a single entity i.e. in case of a company/sole proprietorship/ partnership the following will be applicable:
- The Selected Bidder may undertake the Project as a Concessionaire provided a separate escrow account shall be created as per the terms and conditions set out in the Concession Agreement and in case of a company/partnership, there shall be no change in the ownership (direct as well as indirect) for a period of 7 (years) from the SCOD of the Project.
- Provided further that in case the Selected Bidder is awarded a Polytechnic, such Selected Bidder shall be required to:
- (a) incorporate a wholly owned not for profit special purpose vehicle (“**SPV**”) in the form of a section 8 company under the Companies Act, 2013 upon award of the Project for undertaking the Project as a Concessionaire;
 - (b) such Concessionaire shall create a separate escrow account as per the terms and conditions of the Concession Agreement; and
 - (c) there shall be no change in the ownership and/or control (direct as well as indirect) of such SPV for a period of 7 (years) from the SCOD of the Project.
- 2.2.11 If the Bidder is a single entity i.e. in case of a society or trust, the following will be applicable:
- The Selected Bidder may undertake the Project as a Concessionaire provided a separate escrow account shall be created as per the terms and conditions set out in the Concession Agreement.
- 2.2.12 In case the Bidder is a Consortium, it shall comply with the following additional requirements:
- (a) Number of Members in a Consortium shall not exceed 3 (three);
 - (b) The Members need to form a not for profit Special Purpose Vehicle in the form of a section 8 company for undertaking a Project; subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member of the Consortium;
 - (c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”) who shall hold equity shareholding of at least 51% (fifty-one percent) in the

Consortium. The nomination(s) shall be supported by a Power of Attorney, in the format at Appendix-II, signed by all the other Members of the Consortium;

- (d) The Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to their financial and technical obligations;
- (e) An individual Bidder cannot at the same time be Member of a Consortium for the same Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
- (f) Members of the Consortium shall have entered into a binding Consortium Agreement, substantially in the form specified at Appendix-V (the “**Consortium Agreement**”), for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Consortium Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of such Agreement, in case the Project is awarded to the Consortium;
 - (ii) include the commitment(s) of the Lead Member in accordance with this RFP;
 - (iii) clearly outline the proposed roles and responsibilities, if any, of each Member;
 - (iv) undertake that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for period of 7 (years) from the SCOD of the Project;
 - (v) Undertake that Members other than the Lead Member of the Consortium shall have at least 20% (twenty percent) equity shareholding in the SPV for a period of 7 (years) from the SCOD of the Project;
 - (vi) include the commitment that each of the Members, whose experience will be evaluated for the purposes of this RFP, shall discharge the obligations specified by the Bidder in Annexure-1 of Appendix-I;
 - (vii) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the completion of the Concession Period in accordance with the Concession Agreement; and
 - (viii) include a provision that the Lead Member shall represent all the Members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Concessionaire; and that each Member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to the Concession Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium; and
- (g) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.

2.2.13 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.

2.2.14 A Bidder including any Member of a Consortium or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Member of a Consortium or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Member of a Consortium or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.13 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.15 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below;
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein; and

2.2.16 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges and undertakes that the Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV for a period of 7 (years) from the SCOD of the Project. In addition, the Bidder undertakes that Members other than the Lead Member of the Consortium, shall have at least 20% (twenty percent) equity shareholding in the SPV for a period of 7 (years) from the SCOD of the Project. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 The Bidder further acknowledges and agrees that the aforesaid obligation shall be in addition to such other obligations as may be contained in the draft Concession Agreement, and a breach

hereof shall, notwithstanding anything to the contrary contained in the Consortium Agreement, be deemed to be a breach of the draft Concession Agreement and dealt with as such thereunder.

- 2.3.3 By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Financial Capacity of those of its Consortium Members who shall discharge their obligations as specified in the Bid.

- 2.3.4 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in the role of a Consortium Member whose Technical Capacity was taken into consideration for the purposes of qualification under and in accordance with this RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be.

2.4 Number of Bids and costs thereof

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

2.5 Site visit and verification of information

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

2.6 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.2 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.2 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire ; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

- 2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP

or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event, that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security, if:

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.

2.7.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Highest Scoring Bidder gets disqualified/ rejected for a Project, then the Authority reserves the right to:

- (a) invite the remaining Qualified Bidders to match the Highest Scoring Bidder for such Project; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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

2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bid

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Bank Guarantee for Bid Security
- V. Consortium Agreement for Consortium
- VI. Declaration
- VII. CA Certificate
- VIII. Format of BOQ

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority by e-mail at cwteppp1@gmail.com in accordance with Clause 1.2.10. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses would be uploaded at <https://etender.up.nic.in> The Authority shall upload all the queries and its responses thereto without identifying the source of queries.
- 2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.9 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment to RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued hereunder shall be uploaded at <https://etender.up.nic.in> and www.upted.gov.in
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.¹

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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

2.12 Format and signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.12.2 Each page of the Technical Bid shall be numbered and signed and stamped by an authorized signatory of the Bidder holding the Power of Attorney (the “**Authorized Representative**”). A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

2.13 Submission of Bids

- 2.13.1 The Bidders should submit their bids online only in the Submission module of eTender Portal <https://etender.up.nic.in>.
 - a) The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the eTender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the Bid well advance in time. The bidder must obtain a user login ID and Password by registering themselves with UP Electronics Corporation Limited, 10 Ashok Marg, Lucknow.

b) Procedure of Submission of Bid:

Submission of Bids shall be in accordance with the instructions mentioned below:

¹ While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- i. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://e-Tender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- ii. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (i) above.
- iii. For successful registration of DSC on e-Procurement website <http://e-Tender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://e-Tender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (i) and (ii) above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- iv. **The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.**
- v. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for whom the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
- vi. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ)

schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- vii. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- viii. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- ix. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- x. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- xi. Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on e-Tender portal.
- xii. Please note that prices should not be quoted in the Technical e-Bid. The Prices should be quoted in the financial e-Bid only.

c) Withdrawal and Resubmission of e-Bids

At any point of time, a Bidder can withdraw his/her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://e-Tender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?"

displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-Tender procurement portal <http://e-Tender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clause viii (submission of e-Bids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

- 2.13.2 Bidders should submit their Bid considering the server time displayed on the eTender Portal <https://etender.up.nic.in>. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission of Bids indicated in the e-tender schedule.
- 2.13.3 The procedure for submission of Bids by the Bidders on eTender Portal <https://etender.up.nic.in> is already available on the Portal. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - I. Made a complete and careful examination of terms and conditions/requirements, and other information as set forth in this RFP Document;
 - II. Received all such relevant information as it has requested from the Authority and;
 - III. Made a complete and careful examination of the various aspects of the Project.
- 2.13.4 The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 2.13.5 The Bidder shall submit the Bid, no later than the date and time specified as the Bid Due Date on the e-procurement platform of the Authority, duly signed in digital form by the authorized signatory of the Bidder.
- 2.13.6 The PDF document to be uploaded in etender.up.nic.in comprising the Bid shall include:
 - a) Receipt of the payment made during EoI stage (if any). If this is submitted, then the following b) point is not applicable;
 - b) Scanned copy of DD if Tender Fee is paid through DD;

- c) Scanned Bid Security in the format at Appendix-IV if paid in form of Bank Guarantee or;
- d) Technical Bid in the prescribed format (Appendix-I) along with Annexes 1 to 4
- e) Scanned Declaration as per Appendix VI;
- f) Scanned CA certificate as Appendix VII;
- g) Scanned Power of Attorney for signing the Bid as per the format at Appendix-II;
- h) if applicable, the scanned Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- i) Scanned Consortium Agreement, in case of a Consortium, substantially in the format at Appendix-V;
- j) Scanned Memorandum and Articles of Association or incorporation certificate, if the Bidder is a body corporate, if a partnership then a copy of its partnership deed; if a trust or society, copy of the trust deed or society charter documents, as applicable;
- k) Scanned Bidder's duly audited balance sheet and profit and loss account for the preceding three years; (FY 2016-2017, FY 2017-18 and FY 2018-19).

2.13.7 The BOQ sheet in excel format provided along with this document needs to be downloaded, filled up and uploaded under second cover.

2.13.8 Following hard copies to be sent to **Directorate of Training and Employment, UP, Rozgar Bhawan, Bansmandi Chauraha, Guru Govind Singh Marg, Lucknow-226001** by 18th January 2021, 12:00 Noon. Any delay in receiving the hard copies will result in rejection of the bids.

- a) Original DD for Tender Fee;
- b) Original Bank Guarantee for Bid Security;
- c) Appendix II or III as applicable (must be executed on a stamp paper and notarized);
- d) Appendix V, as applicable (must be executed on a stamp paper and notarized).

2.13.9 Bids submitted by fax, telex, telegram, e-mail or in hard copy shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.1 The Technical Bid and Financial Bid (in the BOQ format given in <https://etenders.up.nic.in>) specified in Clause 2.1.4 should be submitted before 1500 hours IST on or before 18th January, 2021.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14.3 Late Bids: The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the Bids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the Bids submission date and time is over, the Bidder cannot submit its Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if its Bid is not submitted in time due to any reasons.

2.15 Contents of the Bid

- 2.15.1 The Technical Bid shall be furnished in the format at Appendix–I along with all the information and documents (complete in all respects) as requested in this RFP. The Financial Bid in BOQ shall clearly indicate the Percentage Quote i.e. percentage of quota students from the Authority which a Bidder will admit in each Institute.
- 2.15.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.15.3 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.16 Modifications/ substitution/ withdrawal of Bids

- 2.16.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred twenty) days from the Bid Due Date. The validity of Bids may be extended at the sole discretion of the Authority. (“**Bid Validity Period**”).

2.18 Confidentiality

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

D. EVALUATION PROCESS

2.19 Opening and Evaluation of Bids

- 2.19.1 The Authority shall open the Technical Bids at 1600 hours IST on the Bid Due Date, at **Directorate of Training and Employment, UP, Rozgar Bhawan, Bansmandi Chauraha, Guru Govind Singh Marg, Lucknow -226001** and in the presence of the Bidders who choose to attend.
- 2.19.2 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.19.3 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.19.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

- 2.19.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.6 If any information furnished by the Bidder in respect of an Eligible Project is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the score of the Bidder.
- 2.19.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the score, and may also, while computing the aggregate score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.
- 2.20 Tests of responsiveness**
- 2.20.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
- (a) it is received as per format at Appendix-I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.3;
 - (c) it is accompanied by the Bid Security as specified in Clause 1.2.5;
 - (d) it is accompanied by the Power of Attorney as specified in Clause 2.1.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.6;
 - (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
 - (f) it contains information in formats same as those specified in this RFP;
 - (g) it is accompanied by the Consortium Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.11(f);
 - (h) it does not contain any condition or qualification;
 - (i) the original documents as stipulated under Clause 2.13.7 have been submitted by the Bidder; and
 - (j) it is not non-responsive in terms hereof.
- 2.20.2 A Financial Bid submitted without provided BOQ sheet shall not be considered as responsive to the requirements of the RFP. The Financial Bid must not be mentioned anywhere but the BOQ sheet given and must be uploaded. If the Financial Bid is found anywhere except the BOQ sheet, the Bid will be rejected.
- 2.20.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.
- 2.21 Clarifications**
- 2.21.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time

specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.21.2 If a Bidder does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.22 Submission of Bid

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

2.23 Qualification and notification

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

2.24 Proprietary Data

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

2.25 Correspondence with the Bidder

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

F. BID SECURITY

2.26 Bid Security

- 2.26.1 The Bidder shall furnish as part of its Bid, a Bid Security for each Project referred to in Clauses 1.2.5 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least INR. 1,000 crore (Indian National Rupees one thousand crore), in favor of Additional Chief Secretary, The Department of Vocational Education, Skill Development & Technical Education (UPVESD&TE), Government of Uttar Pradesh in the format at Appendix–IV (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.26.2 The bid security will not be accepted as demand draft or any other format except Bank Guarantee as mentioned in 2.26.1.

- 2.26.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.26.4 Save and except as provided in Clause 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.
- 2.26.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement for the Project selected and furnishing the Performance Security in accordance with the provisions thereof.
- 2.26.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.26.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.26.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) the Selected Bidder fails within the specified time limit;
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement;
 - (e) the Selected Bidder, having signed the Concession Agreement for a Project, commits any breach thereof prior to furnishing the Performance Security.

3 SECTION 3: CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

3.1.1 Bidders will be selected through a single stage two bid QCBS Bidding Process with 70% (seventy percent) weightage for technical score and 30% (thirty percent) weightage for financial score.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

3.1.2.1 Capabilities; and

3.1.2.2 Financial Bid Parameter.

3.1.3 The QCBS methodology would be applied on a per Institute basis and a H1 Bidder would be ascertained accordingly.

3.2 Evaluation of Capabilities

3.2.1 Qualified Bidders meeting the qualification Technical Capacity and Financial Capacity (for Category I Bidders) or Single Capacity (for Category II Bidders) will be awarded score as per pre-defined marking scheme in accordance with the evaluation criteria set out in clauses 3.2.2 and 3.2.3 below. Technical score (T) will be calculated by applying weightage of 70% (seventy percent) to the score obtained out of 100.

3.2.2 Qualified Bidders falling under Category I or the Consortiums will be evaluated across 4 (four) parameters namely- Financial Capability, Operation Capability, HR Capability & Presentation. A detailed break-up of each category of the scores can be referred below:

(Even in case of a Bidder with multiple types of operation, the maximum marks for a parameter will be as per the Maximum Marks mentioned for that parameter in the following table)

S.No	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Maximum Marks	Explanation of Terms and Details to be submitted
1.	Operational Capability	<p>If the Qualified Bidder is a short-term training operator:</p> <ul style="list-style-type: none"> ▪ 10 – 15 QP-NOS: 50% of max marks ▪ >15 – 20 QP-NOS: 75% ▪ >20 QP-NOS: 100% <p>If the Qualified Bidder is ITI operator:</p> <ul style="list-style-type: none"> ▪ 24 – 36 Units: 50% ▪ >36 – 48 Units: 75% ▪ >48 Units: 100% <p>If the Qualified Bidder is a Polytechnic/ Engineering /Private Universities/ Private Deemed Universities operator:</p>	15	Declaration to be submitted by the authorized signatory

S.No	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Maximum Marks	Explanation of Terms and Details to be submitted
		<ul style="list-style-type: none"> 4 – 6 Branches: 50% >6 – 8 Branches: 75% >8 Branches: 100% 		
2.	Operational Capability Enrolled candidates	<p>If the Qualified Bidder is a short-term training operator: Cumulative No. of students admitted in last 5 Years (till FY 2019-2020):</p> <ul style="list-style-type: none"> 13000 – 19500: 50% >19500 – 26000: 75% >26000: 100% <p>If the Qualified bidder is an ITI operator: Cumulative No. of admitted candidates in last 5 Years (till FY 2019-2020):</p> <ul style="list-style-type: none"> 2400 - 3600: 50% >3600 – 4800: 75% >4800: 100% <p>If the Qualified Bidder is a Polytechnic/ Engineering /Private Universities/ Private Deemed Universities operator: Cumulative No. of admitted candidates in last 5 Years (till FY 2019-2020):</p> <ul style="list-style-type: none"> 1200 - 1800: 50% >1800 – 2400: 75% >2400: 100% 	15	<ul style="list-style-type: none"> Declaration to be submitted by the authorized signatory
3.	Operational Performance Utilization Ratio	<p>Utilization of seats in last 5 Years:</p> <ul style="list-style-type: none"> 55% - 65%: 50% >65% - 75%: 75% >75%: 100% 	5	<ul style="list-style-type: none"> Self-Declaration by authorized signatory
4.	Operational Performance Pass Percentage	<p>Passed candidates against appeared candidates in last 5 Years:</p> <ul style="list-style-type: none"> 70% - 80%: 50% >80% - 90%: 75% >90%: 100% 	5	<ul style="list-style-type: none"> Self-Declaration by authorized signatory
5.	Financial Capability	For Private Training Providers Average Annual Turnover for FY 2016-2017, FY 2017-18	10	<ul style="list-style-type: none"> Audited P&L / Income Statements for FY

S.No	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Maximum Marks	Explanation of Terms and Details to be submitted
	<ul style="list-style-type: none"> ▪ Average Annual Turnover (For consortium total of all members would be considered) ▪ Net worth • (For consortium total of all members would be considered) 	<p>and FY 2018-19:</p> <ul style="list-style-type: none"> ▪ 4 – 6 Crores: 50% ▪ >6 – 8 Crores: 75% ▪ >8 Crores: 100% <p>For ITIs Average Annual Turnover for FY 2016-2017, FY 2017-18 and FY 2018-19:</p> <ul style="list-style-type: none"> ▪ 2 – 3 Crores: 50% ▪ >3 - 4 Crores: 75% ▪ >4 Crores: 100% <p>For Polytechnics Average Annual Turnover for FY 2016-2017, FY 2017-18 and FY 2018-19:</p> <ul style="list-style-type: none"> ▪ 3 – 4.5 Crores: 50% ▪ >4.5 – 6 Crores: 75% ▪ >6 Crores: 100% <p>For Engineering /Private Universities/ Private Deemed Universities Average Annual Turnover for FY 2016-2017, FY 2017-18 and FY 2018-19:</p> <ul style="list-style-type: none"> ▪ 6 – 9 Crores: 50% ▪ >9 – 12 Crores: 75% ▪ >12 Crores: 100% <p>Average Net Worth for FY 2016-2017, FY 2017-18 and FY 2018-19</p> <ul style="list-style-type: none"> ▪ 1.5 – 3.75 Crores: 50% ▪ >3.75 – 5 Crores: 75% ▪ >5 Crores: 100% 		<p>2016-2017, FY 2017-18 and FY 2018-19 need to be submitted.</p> <ul style="list-style-type: none"> ▪ Audited Balance Sheet (along with CA certificate clearly indicating turnover and Net Worth) for FY 2016-2017, FY 2017-18 and FY 2018-19 need to be submitted.
			10	<ul style="list-style-type: none"> ▪ Net Worth of For-Profit Companies calculated as sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

S.No	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Maximum Marks	Explanation of Terms and Details to be submitted
				<ul style="list-style-type: none"> Net Worth of Society/ Trust/ Section 8 Company calculated as sum of corpus fund, endowment fund, accumulated reserves and surplus. Net worth of members of the sponsoring body/ promoters can be included. Net worth of individual will be calculated as total assets minus total liabilities
6.	HR Capability Teacher Student Ratio (No. of teachers in academic year 2019-20 / Students in academic year 2019-2020) For Short Term Courses: No. of trainers per batch/ Average No. of students per batch	If the Qualified Bidder is a short-term training operator: <ul style="list-style-type: none"> (1:20) – (1:15): 50% > (1:15) – (1:10): 75% > (1:10): 100% If the Qualified Bidder is an ITI Operator: (Vocational / Craft Instructor) <ul style="list-style-type: none"> (1:20) – (1:15): 50% > (1:15) – (1:10): 75% > (1:10): 100% If the bidder is a Polytechnic Operator: <ul style="list-style-type: none"> (1:25) – (1:20): 50% > (1:20) – (1:15): 75% > (1:15): 100% If the Qualified Bidder is an Engineering /Private Universities/ Private Deemed Universities Operator: <ul style="list-style-type: none"> (1:20) – (1:15): 50% > (1:15) – (1:10): 75% 	10	Declaration to be submitted by the authorized signatory.

S.No	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Maximum Marks	Explanation of Terms and Details to be submitted
		▪ > (1:10): 100%		
7.	HR Capability Qualification of Teachers/Trainers	<p>If the Qualified Bidder is a short-term training operator:</p> <ul style="list-style-type: none"> ▪ Trainers with ToT certificate: 0.5 marks ▪ Trainers with ITI certificate: 0.75 marks ▪ Trainers with Diploma: 1 mark <p>If the Qualified bidder is an ITI Operator:</p> <ul style="list-style-type: none"> ▪ Trainers with CITS: 0.5 mark ▪ Trainers with Diploma: 0.75 marks ▪ Trainers with B.Tech: 1 mark <p>If the Qualified Bidder is a Polytechnic Operator:</p> <ul style="list-style-type: none"> ▪ B. E. / B. Tech. / B. S. and M. E. / M. Tech. / M. S. or Integrated M. Tech: 0.5 marks ▪ Teachers with Ph. D.: 1 mark <p>If the Qualified Bidder is an Engineering /Private Universities/ Private Deemed Universities Operator:</p> <ul style="list-style-type: none"> ▪ B. E. / B. Tech. / B. S. and M. E. / M. Tech. / M. S. or Integrated M. Tech: 0.5 marks ▪ Teachers with Ph. D.: 1 mark 	10	Declaration mentioning total no. of teaching staff and qualification details.
8.	Presentation	<ul style="list-style-type: none"> ▪ Detailed Project Implementation Plan with Schedule for each Institute: (3 marks) ▪ Projected Business Plan (3 marks) ▪ Rationale for choosing the location 	20	Bidder would be called for a presentation on Approach & Methodology

S.No	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Maximum Marks	Explanation of Terms and Details to be submitted
		(3 marks) <ul style="list-style-type: none"> Local / Geographical consideration for identification of branches/trades to be offered (3 marks) Student Mobilization strategy (3 marks) Industry Collaboration & Partnership for placement of students (3 marks) Envisage social impact (2 marks) 		

Note: The Financial Bid of the Qualified Bidders who score at least 70 marks out of 100 (technical score) will only be opened for evaluation.

3.2.3 Qualified Bidders falling under Category II will be evaluated across four parameters namely- Financial Capability, Operations & Geographic Coverage, HR Capability and Presentation. A detailed break-up of each category of the scores can be referred below:

S. No.	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Max Marks	Explanation of Terms and Details to be submitted
1.	Financial Capability <ul style="list-style-type: none"> Average Annual Turnover (For consortium total of all members would be considered) Net worth (For consortium total of all members would be considered) 	Average Annual Turnover/ Income for FY 2016-2017, FY 2017-18 and FY 2018-19: <ul style="list-style-type: none"> 50 – 125 Crores: 50% >125 – 250 Crores: 75% >250 Crores: 100% 	15	<ul style="list-style-type: none"> Audited P&L / Income Statements for FY 2016-2017, FY 2017-18 and FY 2018-19 need to be submitted. Audited Balance Sheet (along with CA certificate clearly indicating turnover and Net Worth) for FY 2016-2017, FY 2017-18 and FY 2018-19 need to be submitted.
2.		Average Net Worth for FY 2016-	15	<ul style="list-style-type: none"> Net Worth of For-

S. No.	Evaluation Parameters	Marks Range (The percentages mentioned in this column are percentages of the Max Marks for the parameter)	Max Marks	Explanation of Terms and Details to be submitted
		2017, FY 2017-18 and FY 2018-19 <ul style="list-style-type: none"> ▪ 10 – 25 Crores: 50% ▪ >25 - 50 Crores: 75% ▪ >50 Crores: 100% 		Profit Companies calculated as sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. <ul style="list-style-type: none"> ▪ Net Worth of Society/ Trust/ Section 8 Company calculated as sum of corpus fund, endowment fund, accumulated reserves and surplus. Net worth of members of the sponsoring body/ promoters can be included. ▪ Net worth of individual will be calculated as total assets minus total liabilities
3.	Operations & Geographic Coverage Locations Operations & Geographic Coverage Years in operation	For operation in <ul style="list-style-type: none"> ▪ 3 states: 50% ▪ >3 states: 75% In case the bidder is present in UP through a registered office, then additional 25% would be awarded. (At least 3 states required)	10	Declaration on locations of offices
		<ul style="list-style-type: none"> ▪ 5-10 years in operation: 50% ▪ >10-15 years in operation: 75% ▪ >15 years in operation: 100% 	10	Incorporation certificate

S. No.	Evaluation Parameters	Marks Range <i>(The percentages mentioned in this column are percentages of the Max Marks for the parameter)</i>	Max Marks	Explanation of Terms and Details to be submitted
4.	HR Capability <ul style="list-style-type: none"> Full time staff currently on payroll of the bidder Qualification and Years of Experience of Project management team 	<ul style="list-style-type: none"> 500 - 1000: 50% >1000 – 1500: 75% >1500: 100% 	15	Declaration on full time employees on pay roll
		<ul style="list-style-type: none"> Profile of the Proposed Project Director: 50% Profiles of Proposed Project Managers (minimum 2): 50% <p>For all profiles, postgraduate in Management from NIRF top 50 institute and 10 years of post-qualification in the area of project management, operations and handling a large team are mandatory. Any experience in the education domain will be an added advantage and desirable. (For each criterion, 50% marks will be for meeting the eligibility criteria and remaining 50% will be for experience)</p>	15	
5.	Presentation on Approach and Methodology	<ul style="list-style-type: none"> Detailed Project Implementation Plan with Schedule (3 marks) Projected Business Plan (3 marks) Rationale for choosing the location (2 marks) Local / Geographical consideration for identification of branches/trades to be offered (3 marks) Student Mobilization strategy (3 marks) CSR project implementation experience in Social Sector (2 marks) Industry Collaboration & Partnership for placement of students (2 marks) Envisage social impact (2 marks) 	20	Bidder would be called for a presentation on Approach & Methodology

Note: The Financial Bid of the Qualified Bidders who score at least 70 marks out of 100 (technical score) will only be opened for evaluation.

3.3 Financial Bid Parameter for purposes of evaluation

The Financial Bid parameter for each Project shall be the Percentage Quote subject to a floor value. The Qualified Bidder quoting the highest Percentage Quote (%) will get the highest Financial Score.

The floor value above which the Bidders need to quote has been kept at 30%.

Out of technically Qualified Bidders, the Bidder offering the highest percentage for an institute (P_{high}) will be awarded 30 marks and Financial Bids of other Bidders (P) will be calculated proportionately by the formula:

$$F = 30 * P / P_{\text{high}}$$

Where: P_{high} – Highest percentage quoted by all Bidders

P – Percentage quoted by the Bidder for whom the score is calculated

The Overall Score for each Qualified Bidder will be calculated as below:

$$H = T + F$$

*Where H= Total Score of the Qualified Bidder

T= Technical Score of the Qualified Bidder

F = Financial Score of the Qualified Bidder

The Qualified Bidder securing the highest score (H1) in a Project will be the “Selected Bidder” for that Project. In case of a tie in the Total Score, the Qualified Bidder with the higher Technical Score (T1) will be selected.

3.4 Selection of Bidder

- 3.4.1 Subject to the provisions of Clause 2.19, the Qualified Bidders shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the Qualified Bidders on the scheduled date and time in the presence of the Authorized Representatives of the Qualified Bidders who may choose to attend, and the Qualified Bidders for each Project shall be ranked according to the scores obtained. The Qualified Bidder who obtains the highest score in a Project shall ordinarily be declared as the Selected Bidder. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.
- 3.4.2 In the event that two or more Qualified Bidders obtains the same score (the “**Tie Bidders**”) for a Project, the Authority shall identify the Selected Bidder who has a higher Technical Score. In the event that, the Highest Scoring Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”) for a Project, the Qualified Bidder in that Project with the second highest score will be selected.
- 3.4.3 In the event, a Qualified Bidder is H1 for more than one Project, it shall be awarded upto a maximum of 4 (four) Projects provided that such Qualified Bidder is the H1 Bidder for ITIs, or a maximum of 6 (six) Projects provided that such Qualified Bidder is the H1 Bidder for

Polytechnics. In the event, a Qualified Bidder is H1 for both the Projects, then a maximum of 2 (two) ITIs and 3 (three) Polytechnics shall be awarded to such Qualified Bidder.

- 3.4.4 Following is an illustration of the evaluation in case a Qualified Bidder is a H1 Bidder for multiple Projects:

In case there are 5 (five) Qualified Bidders (A, B, C, D, and E) for 10 ITIs (the ITIs are numbered as ITI 1 to ITI 10).

ITI /Bidder QCBS Rank	ITI 1	ITI 2	ITI 3	ITI 4	ITI 5	ITI 6	ITI 7	ITI 8	ITI 9	ITI10
H1	A	A	B	A	A	B	C	A	C	D
H2	B	C	D	C	D	C	D	E	A	A
H3	C	D	E	B	B	D	E	B	B	E
H4	D	E	A	E	E	E	A	C		
H5	E	B	C	D	C					

- Qualified Bidder A is winner for ITI 1, ITI 2, ITI 4, ITI 5, ITI 8
- Qualified Bidder B is winner for ITI 3 and ITI 6
- Qualified Bidder C is winner for ITI 7 and ITI 9
- Qualified Bidder D is winner for ITI 10

However, Qualified Bidder A has won more than 5 ITIs and he will be awarded 4 (four) ITIs as per the preference submitted in the Financial Bid. In this case if the Qualified Bidder A had submitted preference for ITI 1, ITI 2, ITI 4 and ITI 8, these will be awarded to Qualified Bidder A, The remaining one i.e. ITI 5 will be awarded to Qualified Bidder D if the Financial Bid is equal to or higher than the Financial Bid of Qualified Bidder A else the Qualified Bidder will be asked to match the Financial Bid of Qualified Bidder A. In the exceptional event of Qualified Bidder D (H2) refusing to take ITI 5, Qualified Bidder B (H3) will be considered in a similar manner as described above In the event that no Qualified Bidder agrees to match the Financial Bid, the Authority will reserve the right to cancel the Bid and request for fresh Bids for the particular Project.

- 3.4.5 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder for a Project and the Selected Bidder for such Project shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event, the duplicate copy of the LOA duly signed by the Selected Bidder for such Project is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Qualified Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next Qualified Bidder may be considered.
- 3.4.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5 Contacts during Bid Evaluation

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

4 SECTION 4: FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (c) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

5 SECTION 5: PRE-BID CONFERENCE

- 5.1 An online Pre-Bid Conference(s) of the potential Bidders shall be convened at the designated date. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 SECTION 6: MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of Uttar Pradesh in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) Concession Agreement;
 - (b) the RFP.

i.e. the Concession Agreement at (a) above shall prevail over the RFP at (b) above.

APPENDICES

7 APPENDIX I

Letter comprising the Technical Bid

Dated:

To,

Additional Chief Secretary,
The Department of Vocational Education,
Skill Development & Technical Education (UPVESD&TE),
Government of Uttar Pradesh

Sub: Bid for Selection of Private Partners for Implementation of newly constructed Industrial Training Institutes (ITIs) and Polytechnics of the Government of Uttar Pradesh through Public Private Partnership (PPP)

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the following Project². The Bid is unconditional and unqualified.
 - (a).....
 - (b).....
 - (c).....
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project(s), and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project(s).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public

² Insert details of each of the Project for which Bids are being submitted. In case of any omission in mentioning the relevant Project in this Letter but other annexures and/or Financial Bid of that Project is submitted; the Bidder shall automatically get disqualified for that Project.

authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clauses 2.2.1(c) and 2.2.2 of the RFP document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that the Authority may cancel the Bidding Process at any time and that the Authority is neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project(s), without incurring any liability to the Bidders, in accordance with Clause 2.19.5 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for any Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project(s) or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

16. I/ We acknowledge and agree that in the event of a change in role of a Member whose Technical Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder for Project(s), I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
20. The Statement of Legal Capacity as per format provided at Annexure-4 in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
21. I/ We understand that the Selected Bidder shall either be [-----] or shall incorporate a not for profit section 8 company under the Indian Companies Act, 2013 as such prior to execution of the Concession Agreement.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We certify that in terms of the RFP, my/our Net Worth is[-----]).
24. I/ We offer a Bid Security of Rs. (Rupeesonly) to the Authority in accordance with the RFP Document.
25. The details of the Bid Security in the form of a Bank Guarantee has been submitted.
26. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
27. The Percentage Quota for each of the Project as set out in (1) above has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of each of such Project.
28. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

- 29.** {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.}³
- 30.** I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
- 31.** I/ We hereby undertake to submit my/our Proposed Percentage Quote for undertaking the aforesaid Project(s) in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

³ This Paragraph 29 shall be omitted if the Bidder is not a Consortium. and 'Deleted' may be indicated there.

7.1 Annexure 1

Particulars of the Bidder

1. Basic Details:

Name:	
Address of the corporate headquarters and its branch office(s),in India:	
Date of establishment/incorporation and/ or commencement of business:	

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project(s):

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

Name:	
Designation:	
Organization:	
Address:	
Telephone Number:	
Email Address	

4. Particulars of the Authorized Signatory of the Bidder:

Name:	
Designation:	
Address:	
Telephone Number:	

5. In case of a Consortium:

- a) The information above (1-4) should be provided for all the Members of the Consortium.
- b) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role ^{\$}
1.		
2.		

^{\$} The role of each Member, as may be determined by the Bidder, should be indicated in accordance with **Clause 2.2.11 (d)**.

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?*		

***If the answer to the Question 3 above is yes, the Authority reserves rights to seek more information regarding the same.**

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

7.2 Annexure 2

Technical Capacity of the Bidder

Part 1: Applicable for Category I Bidders & Consortiums

Part 2: Applicable for Category II Bidders

PART 1:

1. Operation Capability: Operating Units/Branches/QP-NOS

Sl. No.	Type of Institution	Number of Operating Units/Branches/QP-NOS
a	Short Term OperatorQP NOS
b	ITI Operator TradesUnits
c	Polytechnic/ Engineering /Private Universities/ Private Deemed Universities operator Branches

2. Operation Capability: Enrolled Candidates (number of student admitted each year)

a) Short Term Operator:

2015-16	2016-17	2017-18	2018-19	2019-20	Total

b) ITI Operator:

2015-16	2016-17	2017-18	2018-19	2019-20	Total

c) Polytechnic/ Engineering /Private Universities/ Private Deemed Universities operator:

2015-16	2016-17	2017-18	2018-19	2019-20	Total

3. Operation Capability: Utilization Ratio (number of students studying as percentage of total number of sanctioned seats)

a) Polytechnic/ Engineering /Private Universities/ Private Deemed Universities operator

2015-16		2016-17		2017-18		2018-19		2019-20		Total	
Seats	Students Studying	Seats	Students Studying	Seats	Students Studying	Seats	Students Studying	Seats	Students Studying	Seats	Students Studying

b) Short Term Operator:

Year	No. of Batches Started in 2019 - 20	No. of Candidates admitted in 2019 - 20
2015 - 16		

Year	No. of Batches Started in 2019 - 20	No. of Candidates admitted in 2019 - 20
2016 - 17		
2017 - 18		
2018 - 19		
2019 - 20		
Total		

**For calculation purpose capacity of a batch = 30 candidates.*

4. Operational Performance: Pass Percentage

Year	Appeared	Passed
2015-16		
2016-17		
2017-18		
2018-19		
2019-20		

5. HR Capability: Teacher Student Ratio

a. Polytechnic/ Engineering /Private Universities/ Private Deemed Universities operator

Type of Operation	Total number of students that were present at the instituteduring the period of 2019 - 2020	No. of teaching staff in 2019 -2020
ITI		
Polytechnics		
Engineering /Private Universities/ Private Deemed Universities		

b. Short Term Operator:

No. of batches commenced in 2019 - 20	No. of Candidates admitted in those batches in 2019 - 20	Average No. of Trainers for every batch

6. HR Capability: Qualification of Teachers/Trainers

Type of Operation	Qualification	No. of Teachers/ Trainers
Short Term	Trainers with ToT certificate	
	Trainers with ITI certificate	
	Trainers with Diploma	
ITI	Trainers with CITS	
	Trainers with Diploma	
	Trainers with B.Tech	

Type of Operation	Qualification	No. of Teachers/ Trainers
Polytechnics	B. E. / B. Tech. / B. S. and M. E. / M. Tech. / M. S. or Integrated M. Tech	
	Teachers with Ph. D.	
Engineering /Private Universities/ Private Deemed Universities	B. E. / B. Tech. / B. S. and M. E. / M. Tech. / M. S. or Integrated M. Tech	
	Teachers with Ph. D.	

PART 2:

1. Operations & Geographic Coverage: Locations

No. of states where the bidder is present and operational	
Is there any presence in UP	YES/NO

2. Operations & Geographic Coverage: Years in Operation

Incorporation Date	DD/MM/YYYY format
--------------------	-------------------

3. HR Capability: Full time staff currently on payroll & Profiles

No. of full-time staff	
Project Director Profile attached:	YES/NO
Profiles of Project Managers attached:	YES/NO

4. Profiles of the Project Director & Project Managers:

(Please attach the profiles right after Annexure 2 and before Annexure 3)

7.3 Annexure 3

Financial Capacity of the Bidder (Should be in conformity to APPENDIX VII)

A. Single Bidder:

1. Annual Turnover: (In Cr.)

2016-17	2017-18	2018-19

2. Average Net Worth: (In Cr.)

2016-17	2017-18	2018-19

B. Consortium

1. Annual Turnover: (In Cr.)

	2016-17	2017-18	2018-19
Lead Member			
Member 1			
Member 2			
Total			

2. Average Net Worth: (In Cr.)

	2016-17	2017-18	2018-19
Lead Member			
Member 1			
Member 2			
Total			

Instructions:

- A. The single entity Bidder or all members of the Consortium, as the case may be, shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the single entity Bidder or all members of the Consortium and its Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- B. Net Cash Accruals shall mean Profit After Tax + Depreciation.
- C. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

- D.** For societies and trusts, net worth (the “Net Worth”) shall mean sum of corpus fund, endowment fund and accumulated reserves and surplus. Net worth of members of the sponsoring body/promoters can also be included.

7.4 Annexure 4

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Additional Chief Secretary,
The Department of Vocational Education,
Skill Development & Technical Education (UPVESD&TE),
Government of Uttar Pradesh

Dear Sir,

We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.⁴

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf^{\$} and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

⁴ Please strike out whichever is not applicable.

8 APPENDIX II

Power of Attorney for signing of Bid[§] *(Refer Clause 2.1.5)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the⁵ Project(s) proposed by the (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Concession Agreement with the Authority.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

1.

[§] To be submitted in original.

⁵ Insert details of all Projects for which Bids are submitted.

(Notarized)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

9 APPENDIX III

Power of Attorney for Lead Member of Consortium^{\$} (Refer Clause 2.1.6 and 2.2.7)

Whereas the (“the **Authority**”) has invited applications from interested parties for the⁶ Project (the “**Project(s)**”).

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

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project(s) and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project(s), including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project(s) and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

^{\$} To be submitted in original.

⁶ Insert details of all Projects for which Bids are submitted

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

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

10 APPENDIX IV

Bank Guarantee for Bid Security

(Refer Clauses 1.2.5 and 2.26.1)

B.G. No. Dated:

1. In consideration of you, the Department of Vocational Education and Skill Development and Technical Education, Government of Uttar Pradesh, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(insert details as per the legal entity of the Bidder) and having its registered office at {(and acting on behalf of its Consortium)}⁷ (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project(s) on PPP basis (hereinafter referred to as “**the Project(s)**”) pursuant to the RFP Document dated issued in respect of the Project(s) and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as “Bidding Documents”), we (*Name of the Bank*) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of **Clause 1.2.5** read with **Clause 2.26.1** of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

⁷ To be retained in case of a Consortium

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

11 APPENDIX V

Consortium Agreement (Refer Clause 2.2.11(f))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. insert details as per the legal entity of the Consortium member and having its office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. insert details as per the legal entity of the Consortium member and having its office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND and {THIRD} PART is collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The Department of Vocational Education & Skill Development & Technical Education, Uttar Pradesh(hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for selection of a Concessionaire to upgrade, operate and maintain⁸(the “**Project(s)**”).
- (B) The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project(s), and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

[¥] Details of the Members are to be inserted as per the legal constitution of the entity. Similar modification may be made in Recital 2, as necessary.

⁸ Insert details of each of the Project for which Bids are being submitted.

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, the Lead Member shall enter into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry of the Concession Period under and in accordance with the Concession Agreement;
- (b) Party of the Second Part shall be {the Financial Member of the Consortium; and}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}.

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement.
- 5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the term as required under the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project(s) or does not get selected for award of the Project(s), the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Consortium Agreement shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of
LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Consortium Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

12 APPENDIX VI

Declaration

(Refer to Clause 3.2.2.and Clause 2.13.6)

To,

Additional Chief Secretary,
The Department of Vocational Education,
Skill Development & Technical Education (UPVESD&TE),
Government of Uttar Pradesh

Dear Sir/Madam,

We _____(Bidder name/ Lead Member name in case of a Consortium) having principal office at _____(address) do hereby confirm that the information submitted in Annexure 1, Annexure 2, Annexure 3 and Annexure 4 under APPENDIX 1 are true to our knowledge and belief. We understand that any falsification of data may lead to cancellation of our Bids.

We remain.

Yours Sincerely,

Signature: (Authorized Signatory as per Power of Attorney)

Name:

Designation:

Phone:

Email:

13 APPENDIX VII

CA Certificate

(Refer to Clause 3.2.2.and 2.13.6)

(To be submitted on letter head of the CA duly stamped and signed along with CA membership no.)

To,

Additional Chief Secretary,
The Department of Vocational Education,
Skill Development & Technical Education (UPVESD&TE),
Government of Uttar Pradesh

CERTIFICATE

This is to certify that the Annual Turnover of _____(Name of organization) for the years 2016-17, 2017-18 & 2018-19 are mentioned below:

FY	Annual Turnover (in Crores)
2016-17	
2017-18	
2018-19	

This is to also certify that the Net Worth of _____(Name of organization) in the last three financial years for the years 2016-17, 2017-18 & 2018-19 are mentioned below:

FY	Net Worth (in Crores)
2016-17	
2017-18	
2018-19	

(Signature and office Seal with CA Membership no.)

14 APPENDIX VIII

Format of BOQ

(This format is for reference only. The bidder should not submit this format with the technical bid. The financial bid should only be submitted in the BOQ excel format)

Item Wise BoQ

Tender Inviting Authority: The Department of Vocational Education & Skill Development & Technical Education, Government of Uttar Pradesh (UPVESD&TE)

Name of Work: Selection of Private Partners for Implementation of newly constructed Industrial Training Institutes (ITIs) and Polytechnics of the Government of Uttar Pradesh through Public Private Partnership (PPP)

RFP No:

Name of the Bidder/ Bidding Firm / Company :				
<u>PRICE SCHEDULE</u>				
<p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p>Note: The M column to be filled up by the percentage quote for Govt. Qouta. For example, in case a bidder intends to offer 30% Govt Quota Seats, he/she should put 30 in the column M. Minimum 30 should be offered.</p>				
NUMBER #	TEXT #	NUMBER #	TEXT #	Prefere nce
Sl. No.	Name of Institutions	Govt.quot a seats offered In percentag e	Percent age In Words	Prefere nce of Institute s applied for, in numeric
1	2	13	55	
1	Government ITI, Raja Talab, Varanasi		Zero Percent Only	
2	Government ITI, Patiyali Kans Ganj		Zero Percent Only	

3	Government ITI, Ikauna, Shravasti		Zero Percent Only	
4	Government ITI, Kasya, KushiNagar		Zero Percent Only	
5	Government ITI, Pailani, Banda		Zero Percent Only	
6	Government ITI, Lal Ganj, Pratapgarh		Zero Percent Only	
7	Government ITI, Raniganj, Pratapgarh		Zero Percent Only	
8	Government ITI, Kanth, Moradabad		Zero Percent Only	
9	Government ITI, Loni, Ghaziabad		Zero Percent Only	
10	Government ITI, Jaisingh, Sultanpur		Zero Percent Only	
11	Government ITI, Takha, Etawa		Zero Percent Only	
12	Government ITI, Pali, Lalitpur		Zero Percent Only	
13	Government ITI, Bansdeeh, Ballia		Zero Percent Only	
14	Government ITI, Bhathat, Gorakhpur		Zero Percent Only	
15	Government ITI, Jangal Kodia, Gorakhpur		Zero Percent Only	
16	Government ITI, Soraon, Prayagraj		Zero Percent Only	
17	Government Girls Polytechnic, Barabanki, Village - Fatehpur, Pargana and Tehsil - Fatehpur		Zero Percent Only	
18	Government Girls Polytechnic, Mirzapur, Village - Badhua, Pargana – Chaurasi, Tehsil - Sadar		Zero Percent Only	
19	Government Polytechnic, Hardoi, Village - Malkana, Pargana and Tehsil - Sandila		Zero Percent Only	

20	Maharshi Patanjali Polytechnic, Gonda, Village - Sakraura Gramin, Pargana – Gwarich, Tehsil - Karnail ganj		Zero Percent Only	
21	Government Polytechnic, Mahoba, Village - Kulpahad, Pargana and Tehsil - Kulpahad		Zero Percent Only	
22	Government Polytechnic, Azamgarh, Village - Makraha, Pargana and Tehsil - Atrauliya, Budampur		Zero Percent Only	
23	Government Girls Polytechnic, Kannauj, Village - Fatehpur, Pargana and Tehsil - Kannauj		Zero Percent Only	
24	Government Girls Polytechnic, Bahraich, Village and Pargana - Salarpur, Tehsil - Bahraich		Zero Percent Only	
25	Government Polytechnic, Ballia, Village- Husainabad, Pargana – Khareed, Tehsil - Bansh Deeh		Zero Percent Only	
26	Government Polytechnic, Gorakhpur, Village- Hardi, Pargana – Hasanpur Maghar, Tehsil -Sahjanwa		Zero Percent Only	
27	Government Polytechnic, Shahjahanpur, Village - Noorpur Tarsaura, Pargana and Tehsil - Jalalabad		Zero Percent Only	
28	Government Polytechnic, Bareilly, Village - Saithal, Pargana and Tehsil - Nababganj		Zero Percent Only	
29	Government Polytechnic, Bijnore, Village - Rahatpur Khurd, Tehsil - Nazibabad		Zero Percent Only	
30	Government Polytechnic, Saharanpur, Village -Gopali, Pargana and Tehsil - Devband		Zero Percent Only	
31	Government Polytechnic, Meerut, Village – Jasad Sultanpur Nagar, Pargana and Tehsil - Sardhana		Zero Percent Only	