

**Department of Employment & Training,
Telangana**

REQUEST FOR PROPOSAL

**For Upgradation of Industrial Training Institutes (ITIs) for Cluster – V
(ITI Peddapally), Telangana under Component – I of
PM-SETU (Pradhan Mantri Skilling and Employability Transformation
through Upgraded ITIs) Scheme**

**Department of Employment & Training, Government of Telangana
ITI Campus, Vijayanagar Colony, Mallepally, Hyderabad - 500057**

November 2025

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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 Director of Employment & Training, Telangana (DET) 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 DET 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 financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DET in relation to the Cluster. 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 DET, 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 DET accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The DET, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, 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 this RFP.

The DET 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 DET 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 DET is bound to select Bidder or Licensee, as the case may be, for the Cluster and the DET 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 DET 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 DET 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

Applicable Laws	means all laws, brought into force and effect by Govt. of India & Govt. of Telangana including rules, regulations and notifications made there under, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this RFP.
Associate	As defined in Clause 2.2.8
DET	As defined in Clause 1.1.1
Bidder	As defined in Clause 1.1.2
Bid	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.4
Bid Security	As defined in Clause 1.2.7
Bidding Documents	As defined in Clause 1.1.4
Bidding Process	As defined in Clause 1.2.1
Consortium	Shall mean the group of entities coming together to implement the project
License	As defined in Clause 1.1.3
License Agreement	As defined in Clause 1.1.2
Licensee	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Damages	As defined in Clause 2.2.1 (c)
Financial Capacity	As defined in Clause 2.2.2
Financial Bid	As defined in Clause 1.2.2
Government	Government of India, and/or Government of Telangana as the context admits
Highest Bidder	As defined in Clause 1.2.4
Lead Member	Highest stakeholder of the consortium
LOA	Letter of Award
Net Worth	As defined in Clause 2.2.3
Cluster	As defined in Clause 1.1.1 (C)
Pre-qualification	As defined in Clause 2.2.1
Re. or Rs. or INR	Indian National Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Scheme	Shall mean upgradation of ITIs under component – I of the PM SETU Scheme
Selected Bidder	As defined in Clause 3.4.1
SPV	As defined in Clause 2.2.5
Cluster – V	Consists of 1 Hub ITI (Govt. ITI Peddapally) and 4 Spoke ITIs of 1. Govt. ITI Mancherla 2. Govt. ITI Ramagundam 3. Govt. ITI Srirampur 4. Govt ITI Mandamari
eGP Portal - Tenders	https://tender.telangana.gov.in/
DGT	Directorate General of Training
NSC	National Steering Committee
SSC	State Steering Committee
NPMU	National Project Monitoring Unit
SPMU	State Project Monitoring Unit

The words and expressions beginning with capital letters and defined in this documentshall, unless repugnant to the context, have the meaning ascribed thereto herein above.

INTRODUCTION

1.1. Background

- 1.1.1. The Governor of Telangana represented by the Chief Secretary, Govt. of Telangana having its principal office at Central Secretariat, Khairatabad, Hyderabad, Telangana 500004 is engaged in providing vocational trainings for the upgradation of industrial production, services, productivity and innovation, contributing to the planned growth of the country's economy through the development of Industrial Training Institute(s) (“ITIs”).
- A. The Industrial Training Institutes (ITIs) in India provide vocational education and training across a range of technical and non-technical disciplines. Since their inception in the 1950s, ITIs have served as the foundation of the country’s vocational training ecosystem, equipping students with industry-relevant skills in areas such as manufacturing, construction, electronics, automobiles, and information technology. These institutions are instrumental in meeting the skilled workforce requirements of various industries. Recognizing the significant role of ITIs in national development, the Government of India has launched a comprehensive initiative aimed at upgrading and expanding vocational training. The National Scheme for ITI Upgradation aims to upgrade the ITIs (as listed in Appendix- VI hereof) through PPP mode.
- B. The National Scheme for ITI Upgradation envisages upgradation of 1,000 ITIs in a Hub and Spoke Model in partnership with industry partners through PPP mode. The curriculum will be updated to align with industry demands, and new courses will be introduced to address evolving skill needs. The primary model for implementing the scheme will be industry led, wherein, a Special Purpose Vehicle (SPV) will be formed to implement the scheme at the cluster level.
- C. The Centre shall establish a dedicated National Steering Committee (NSC) to oversee the scheme, coordinate with State/UT Governments, and monitor implementation through State Steering Committee (SSC). This committee will serve as the main decision-making body to ensure smooth execution. The NSC, chaired by the MSDE Secretary, could include senior officials from NCVET, DGT, states/UTs, other relevant ministry officials (e.g., Ministry of Education, Ministry of Heavy Industries, Ministry of Commerce and Industry, Ministry of Labor and Employment etc.), and key members of academia and industry. The NSC will have overall responsibility for all the activities under the PM SETU scheme through NPMU at office of DGT. The SSC will oversee the implementation of the scheme at the state level through SPMU at the respective state directorates. The SSC will be chaired by the Chief Secretary of the State and will include higher officials from other state departments and members from technical fields, vocational training and industry organizations.
- D. The selection process for ITIs that would be upgraded under the scheme could entail among other following stage wise activities: -

- States will define initial state-specific eligibility criteria for shortlisting of ITIs.
- They will undertake a preliminary shortlisting of ITIs based on the minimum criteria defined by the Government of India (example: labs and infrastructure, structurally sound buildings, availability of space etc.) along with the initial state-specific criteria for shortlisting

<ul style="list-style-type: none"> • States to identify clusters basis industry preferences and technical and financial feasibility studies
<ul style="list-style-type: none"> • States will identify key inputs required from industry partners to ensure successful implementation of the scheme - including state-defined ITI shortlisting criteria, criteria thresholds for identification of hubs and spokes, preferences for ITIs and clusters, sectoral focus and trades to be offered, parameters for cluster identification, suggestions for cluster feasibility studies, and required characteristics to guide cluster profiling.
<ul style="list-style-type: none"> • States to finalize state-defined selection criteria basis assessment of industry inputs received
<ul style="list-style-type: none"> • States to undertake final shortlisting of ITIs based on both minimum eligibility criteria defined by Center and additional state-defined criteria
<ul style="list-style-type: none"> • States to finalize list of clusters

- E. Telangana: There are 65 Government ITIs in the state of Telangana which are administered by the Directorate of Employment and Training (DET) under Labour, Employment, Training & Factories Department (LET & F), Govt. of Telangana. The cluster proposed now Consists of 1 Hub ITI (Govt. ITI Peddapally) and 4 Spoke ITIs of 1. Govt. ITI Mancherial 2. Govt. ITI Ramagundam 3. Govt. ITI Srirampur 4. Govt ITI Mandamarri.
In the cluster, the Hub ITI shall specialise in high-end precision electronic equipment, geospatial equipment manufacturing trades, while the spoke ITIs provide foundational courses feeding into the Hub ITI. The cluster SPV led by industry partner would upgrade the infrastructure across all 5 ITIs, introduce new courses (Example: in mining sector, precision manufacturing, building automation, robotics and IOT smart agriculture) and oversee operations with shared resources and faculty linkages.
- F. The DET, through this RFP, intends to select the Bidder who shall act as an anchor industry partner (“**AIP**” or “**Selected Bidder**”) and shall be responsible for upgradation of the cluster ITIs Consists of 1 Hub ITI (Govt. ITI Peddapally) and 4 Spoke ITIs of 1. Govt. ITI Mancherial 2. Govt. ITI Ramagundam 3. Govt. ITI Srirampur 4. Govt ITI Mandamarri - of the ITIs on a hub and spoke model (“**Cluster**”) through a joint venture with Government. The estimated AIP’s share is INR 31 Crore per cluster for 5 years out of the Total Project cost of INR 241 Crore (“Estimated Project Cost”). The assessment of actual costs, however, will have to be made by the Bidders.
- G. The AIP will form a SPV, which will be a new not-for-profit Section 8 company incorporated under Companies Act, 2013, wherein Government would be, in terms of the Bidding Documents and particularly the shareholders agreement, issued and allotted 49% of the economic and voting shares of the SPV for onboarding it in the SPV to undertake the Cluster through a joint venture of AIP and the Government. The AIP will accordingly hold 51% of the economic and voting shares of the SPV, while the remaining 49% of the economic and voting shares of the SPV will be vested with the Central and State Government. The SPV will act as the Licensee and shall be responsible for the development and management of the Cluster and performance of related obligations including delivery of the specified training and employment outcomes. The SPV will have full autonomy over course offerings (e.g., introduction of new programs, curriculum and pedagogy design), trainer management (e.g., recruitment, training), and financial operations (e.g., expenditure, revenue generation from users).

- H. The AIP is envisaged to be selected through a competitive bidding process through a quality and cost-based mode based on weighted average of the marks scored in terms herein (including clause 1.2.4 and 3.4.2 on their technical and financial eligibility, overall upgradation cost as per the Strategic Investment Plan (“SIP”), and financial bid offer for the upgradation of the ITIs as submitted in terms herein for the Cluster. The transformation of ITIs shall be based on three key pillars:
- Upgradation of ITI infrastructure: Enhancing both soft and hard infrastructure to provide a more favourable learning environment.
 - Decentralization and deregulation: Aligning ITI operations with industry requirements and local economic needs to meet current and future workforce needs.
 - A new governance structure: Leveraging the managerial and operational support of industry and balancing autonomy with accountability
- I. The DET intends to award the Cluster through an open and transparent competitive bidding process in accordance with the procedure set out herein.

1.1.2. The bidder (“**Bidder**”) for the purposes of this RFP shall mandatorily be a single entity only, and it is clarified that only Lead Member of the Consortium of entities shall be permitted to participate under this RFP (Appendix – X). In case, the interested party is a consortium of entities, it should comply with the following additional requirements:

- a) RFP response should contain the information required for each member of the consortium as per Appendix-X and Appendix-XI.
- b) Members of the consortium shall nominate 1(One) member as the lead member (“Lead Member”). The nomination of the Lead Member shall be supported by a power of attorney, signed by other members of the consortium.
- c) Each interested party coming together to form a consortium shall be the “Member” of such consortium.

Accordingly, a Bidder can either be a company established under the Companies Act 2013/1956, or a society registered under the Societies Registration Act, 1860 (21 of 1860) or corresponding acts in other States, or a public religious or charitable trust registered under the applicable laws of state of origin, or any entity established by or under an Act of Parliament or State legislature. The AIP/Selected Bidder shall be required to incorporate a new Section 8 company under Companies Act, 2013, prior to execution of the License agreement for the purpose of execution of the Cluster and discharging the obligations of the Licensee (the “**Licensee**” or “**SPV**”) which inter alia shall include the design, development, management, operation and maintenance of the Cluster under and in accordance with the provisions of the License agreement (the “**License Agreement**”) to be entered into between the Selected Bidder and the DET in the form provided by the DET as part of the Bidding Documents pursuant hereto.

1.1.3. The scope of work will broadly include upgradation, operation and maintenance of the ITIs mentioned in Appendix-VI through Hub and Spoke model in accordance with the terms of the License Agreement. The Bidder shall submit a Strategic Investment Plan in accordance

with Appendix-VIII as part of its Technical Bid. The detailed terms and conditions for the grant of the License are set forth in the License Agreement, including *inter alia* the leasehold rights and the scope of the Licensee's services and obligations (the "**License**").

- 1.1.4. The DET shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the DET pursuant to this RFP, as modified, altered, amended and clarified from time to time by the DET (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.5. 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 Licensee set forth in the License Agreement or the DET's rights to amend, alter, change, supplement or clarify the scope of work, the License 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 DET.

1.2. Brief description of Bidding Process

- 1.2.1. The DET has adopted a single-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Cluster.
- 1.2.2. The first part (the "**Technical Bid**") of the process involves pre-qualification (the "**Pre-qualification**") of interested parties who submit a Bid in accordance with the provisions of this RFP. The second part of the process involves the financial proposals (the "**Financial Bid**") of the Bidders qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the "**Bid**"). Prior to participation in the Bidding Process, the Bidder shall pay to the DET a sum of Rs. 5,000/- (Rupees Five Thousand Only), in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Director of Employment & Training, as the cost towards the Bid process ("Document Fee"). 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 and twenty) days from the Bid Due Date.
- 1.2.3. Government of India has issued guidelines (see Appendix-VII) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The DET shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.4. The selection of the Bidder shall be on a Quality and Cost Based Selection on a weighted average basis. Based on the evaluation of Qualified Bidders in terms herein, the following three scores shall be determined:
 - i. Technical Marks – say "X". Technical Marks shall have a weightage of 50%
 - ii. Score on overall costing of upgradation – say "Y". Y score shall have a weightage of 30%

- iii. Score on Financial Bid offer (contribution) – say “Z”. Financial Bid score shall have a weightage of 20%.

The bidder with the highest combined score computed as per above specified weightages will generally be awarded the contract (“Highest Bidder”).

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who scores the highest aggregate score in terms herein including clause 3.4 of this RFP. Subject to the provisions of this RFP, the Cluster will be awarded to the Highest Bidder.

- 1.2.5. The License period and other terms are pre-determined, as indicated in the draft License Agreement.
- 1.2.6. The Bidding Documents include the draft License Agreement for the Cluster which is enclosed. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.7. A Bidder is required to deposit, along with its Bid, a bid security of Rs.62 Lakhs (Rupees Sixty Two Lakhs Only) (the “**Bid Security**”), 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 of Rs.155 Lakhs (Rupees One Hundred and Fifty Five Lakhs Only) (the “**Performance Security**”) under the License Agreement. The Bidders will have to provide Bid Security in the form of a bank guarantee acceptable to the DET in the format provided at Appendix-IV. In case a bank guarantee is provided, its 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 DET and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 90 (ninety) days from the Bid Due Date for the purposes of encashment thereof by the DET. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.8. Bidders are invited to examine the Cluster in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Cluster including implementation thereof. The State Government shall facilitate conduct of such ITI level due diligence.
- 1.2.9. Generally, the Highest Bidder shall be the selected Bidder. The second ranked Bidder shall be kept in reserve and the second ranked Bidder may, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason.
- 1.2.10. The Licensee shall, in consideration of its investment and services, be entitled to [levy fee and collect and appropriate the same] in accordance with the provision of the License Agreement.
- 1.2.11. The Bidding Documents shall be released on the e-tender website i.e. <https://tender.telangana.gov.in/> (eGP Portal, Telangana) (“e-tender Portal”). Any modifications / addendum / responses to queries shall be updated on the e-tender Portal and

the Bidders are requested to check the website regularly for updates. The DET shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums. It shall be mandatory for the Bidders to get their firm/ company registered with the e-tender Portal, to obtain user ID and password, in order to participate in this Bidding Process. For avoidance of doubt, it is clarified that the Bid shall be submitted online on or before the Bid Due Date and time and hard copy of the Enclosures to Bid in original as specified in clause 2.13.4 shall be submitted on or before the date and time mentioned in Clause 1.3 at the address specified in Clause 2.13.4.

All queries by prospective Bidders must be sent only via email to the following email address only: tgdetpmsetu@gmail.com

All communications pertaining to the RFP shall clearly bear the following identification/ title:

“RFP for Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation”

1.3. Schedule of Bidding Process

1.3.1. The DET shall endeavour to adhere to the following schedule:

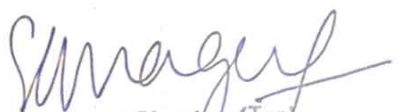
S. No.	Event Description	Date
1.	Sale of Bidding Documents	23-12-2025
2.	Last date for receiving queries	16-01-2026 [25 days from date of RFP]
3.	Pre-Bid Conference - 1	21-01-2026 [30 days from date of RFP]
4.	DET response to queries latest by	27-01-2026 [35 days from date of RFP]
5.	DET's additional response, if any	06-02-2026 [45 days from date of RFP]
6.	Bid Due Date	20-02-2026 [60 days from date of RFP]
7.	Opening of Technical Bids	02-03-2026 [On Bid Due Date: At least 60 days from the date of RFP]
8.	Announcement of qualified Bidders	05-03-2026 [Within 15 days of Bid Due Date]
9.	Opening of Financial Bid	11-03-2026 [Within 21 days of Bid Due Date]
10.	Letter of Award (LOA)	19-03-2026 [Within 30 days of opening of Financial Bid]
11.	Validity of Bids	120 days of Bid Due Date
12.	Signing of License Agreement	Within 30 days of award of LOA

1.4. Pre-Bid Conference

1.4.1. The date, time and venue of the Pre-Bid Conference shall be:

Date: 21-01-2026 Time: 3:00 PM

Venue: O/o DET


Joint Director (Trg)
Directorate of Employment & Training
Govt. of Telangana,
Hyderabad - 500 063.

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. Scope of Bid

- 2.1.1. The DET wishes to receive Bids under this RFP from eligible Bidders. No Bidder shall submit more than one Bid for the Cluster. A Bidder shall not be entitled to submit another bid. The Bidder can, however, choose to bid for multiple clusters.
- 2.1.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Cluster before submitting their Bids.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License 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 License Agreement.
- 2.1.4. The Technical Bid and Financial Bid should be furnished in the format at **Appendix-I** and **Appendix-IX** respectively along with all enclosures, duly signed by the Bidder's authorized signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of the amount offered to be funded by the Bidder as a part of overall outlay under SIP, to be infused/expended as per the terms and conditions of this RFP and the provisions of the License Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5. The Bidder shall deposit a Bid Security of Rs.62 Lakhs (Rupees Sixty Two Lakhs Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security in the form of a Bank Guarantee acceptable to the DET, as per format at Appendix-IV.
- 2.1.6. The Selected Bidder shall deposit a performance security of Rs.155 Lakhs (Rupees One Hundred and Fifty Five Lakhs Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the performance security in the form of Bank Guarantee acceptable to DET as per format at Appendix – IV
- 2.1.7. The validity period of the Bank Guarantee 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 DET and the Bidder. Where a demand draft is provided, its validity shall not be less than 90 (ninety) days from the Bid Due Date, for the purposes of encashment by the DET. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (one hundred and twenty) 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 License Agreement.
- 2.1.8. 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.

- 2.1.9. Participating Bidder has to submit a self-declaration that the AIP/members of the Consortium/ not been barred by the Central/State Authority, or any other government institution in India, from participating in any project (Appendix – I, Annex - I).
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11. The documents including this RFP and all attached documents, provided by the DET are and shall remain or become the property of the DET 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 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the DET will not return to the Bidders any Bid, document or any information provided along therewith.

2.2. Eligibility of Bidders

- 2.2.1. For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:
- a) The Bidder can only be a single eligible entity.
 - b) 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 DET 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 DET and not by way of penalty for, *inter alia*, the time, cost and effort of the DET, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the DET under the Bidding Documents and/ or the License 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:
 - (i) the Bidder, or Associate (or any constituent thereof) and any other Bidder, 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, or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty-five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate is not more than 25% (twenty five 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 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
 - (iii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (iv) 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 in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (v) such Bidder, or any Associate thereof has participated as a consultant to the DET in the preparation of any documents, design or technical specifications of the Cluster.
- c) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the DET in relation to the Cluster is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Cluster. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, 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.

2.2.2. To be eligible for qualification, a Bidder shall fulfil the following condition of minimum eligibility:

- a) **Technical Capacity:** The Bidder should have at least 1,000 employees on its payroll as on Bid Due Date.
- b) **Financial Capacity:**
 - i. Net Worth: The Net Worth of the Bidder in the financial year immediately preceding the Bid Due Date should be positive.
 - ii. Average Annual Turnover: The Bidder shall have an average annual turnover equal to or greater than Rs.5,000 crore in the last three financial years preceding the Bid Due Date. The audited balance sheets for the last three years should be submitted, which must demonstrate the soundness of the Bidder's financial position. In case the date of registration/ incorporation of the bidder is less than 3 years old prior to Bid

Due Date, the average annual turnover or actual production in respect of the completed financial years after the date of constitution shall be taken into account for this criterion. This must be duly certified by a Chartered Accountant or Statutory Auditor, as the case may be.

Note: In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) financial years preceding the year for which the audited annual report is not being provided

- c) **Technical Marks:** The Bidders meeting the aforesaid minimum eligibility criteria shall be eligible for evaluation and scoring of their SIP submitted in terms herein including Appendix-VIII) (“**Technical Marks**”). The State Government through the State Steering Committee will determine the technical score cut-off as per its discretion. The scoring of the SIP shall be in terms of the provisions and marks as tabulated below:

Dimension	Criteria	Sub-criteria	Rating Mechanism	Weightage (marks)
A. HR Plan	HR level Managerial Capacity	Proposed managerial level HR Plan for the SPV and capacity building of existing ITI staff	Credentials of proposed SPV CEO	5
			Plan for capacity building of existing Trainers (ITI staff)	2
			Plan to induct industry level/ lateral hires as Master Trainers/ Academic Deans/ Subject Experts	5
			Filling of vacancies through contractual staff until permanent staff is hired by State Government	3
				20 Marks
B. Employment Outcomes	Employment Potential over baseline	Overall employment outcomes to be achieved as per the SIP over the baseline	Placement (Increase in share of placed over baseline)	10
			Apprenticeship (Increase in share of those engaged as Apprentices)	2

			Salary growth of placed students over baseline	5
			Overseas Mobility Opportunities envisaged	3
				20 Marks
C. Operational Plan and Strategy	Inclusion and Outreach plan	Proposed outreach to underserved groups (SC/ ST/ others identified)		2
		Proposed increase in female share of enrolment over baseline		5
		Aspirational districts/ NER region as part of the cluster		3
				10 marks
	Curriculum strategy - diversity and innovation	Plan for Re-design of Existing Courses	Qualitative Assessment	5
		Plan to introduce courses in new age areas/ IR 4.0/ Green/ Digital/ Advanced Manufacturing		5
		Plan for non-ITI courses -short term courses, work-based Diplomas, Executive programs, etc.		5
		Innovation in pedagogy/ technology enabled learning, AR/VR, etc.		5
				20 marks
	Infrastructure and Facility Management	New capex development strategy; Infra maintenance strategy (blueprint for an inclusive civil infra upgradation)		5
		Fungibility of equipment and machinery proposed		5
				10 marks
	Strength of Industry	Industry engagement strategy		2

	engagement & in-house absorption of pass-outs	(MoUs, DSTs, OJT partnerships planned)		
		Extent of in house absorption of pass-outs by AIP and its partner/ supply chain/ vendors		5
		Size of the cluster proposed	Standard- 5(1:4)	3
				10 marks
D. Sustainability Plan	Extent of sustainability envisaged for the Cluster	Plan for building revenue stream from activities like Production Centre, fee-based courses, etc. over the years		10
				10 marks
Grand Total				100 marks

2.2.3. The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- a) The Bidder shall provide documentary evidence by way of Statutory Auditor's/ Chartered Accountant's certificate or concerned client certificate. Such documentary evidence shall be duly signed by the authorized personnel of the single Bidder.
- b) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.

For the purposes of this RFP, net worth (the “**Net Worth**”) for a company shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

For eligible entities which are not companies, the Net Worth shall mean the corpus and reserve amounts as certified by the chartered accountant having valid registration.

2.2.4. 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.

2.2.5. The Bidder if selected shall be required to form a Section 8 Company an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the License Agreement and implement the Cluster.

2.2.6. 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 under this RFP.

2.2.7. A Bidder including any 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 DET or a judicial pronouncement or arbitration award against the Bidder 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, or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any will full default or patent breach of the material terms of the relevant contract; (c) any fraud, deceiver 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 DET for seeking a waiver from the disqualification hereunder and the DET 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 Cluster.

2.2.8. In computing the Financial Capacity of the Bidder under Clauses 2.2.2 and 2.2.4, the Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (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.

2.2.9. 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 must apply to the Bidder, 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;

2.2.10. While qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the DET from national security and public interest perspective. The decision of the DET in this behalf shall be final and conclusive, and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the DET shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the DET of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.11. While qualification is open to persons from any country, the following provisions shall apply:

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent DET as provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. Provided further that the Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent DET as provided in the aforesaid Order. It is however clarified that, as mentioned in Annex 2 of the aforesaid Order, the restriction contained in this clause will not apply to Bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"Competent DET" for the purpose of this clause means the DET defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

"Bidder from a country which shares a land border with India" for the purpose of this clause means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country, or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; "agent" for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person; or
- f. A natural person who is a citizen of such a country, or

The “beneficial owner” for the purpose of (d) above will be as under:

1. In case of a company the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company,
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

2.2.12. 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 the 5 (five) years or 1 (one) year, as the case may be, 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.

2.2.13. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the DET in relation to the Cluster is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Cluster during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the License Agreement for matters related or incidental to the Cluster, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the DET, including the forfeiture and appropriation of the

Bid Security or Performance Security, as the case may be, which the DET may have thereunder or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without the DET being liable in any manner whatsoever to the Selected Bidder or Licensee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, 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.

2.2.14. This RFP is not transferable.

2.2.15. Any award of License pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3. Change in Ownership

2.3.1. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the License Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach of the License Agreement and dealt with as such thereunder.

2.4. Number of Bids and costs thereof

2.4.1. No Bidder shall submit more than one Bid for the Cluster. They can, however, bid for multiple clusters.

2.4.2. 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 DET will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. ITI Cluster visit and verification of information

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Cluster ITIs and ascertaining for themselves the ITI conditions, demand, industry cluster/s, space for upgradation works, Trainers, availability of power, water and other utilities for construction, access to site, handling and storage of materials, 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 DET;
- (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 DET relating to any of the matters referred to in Clause 2.5 above.

- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Cluster 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 2.5 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 DET, or a ground for termination of the License Agreement by the Licensee;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. The DET 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 DET.

2.7. Right to accept or reject any or all Bids

2.7.1. Notwithstanding anything contained in this RFP, the DET 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 therefor. In the event that the DET rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2. The DET reserves the right to reject any Bid 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 DET, the supplemental information sought by the DET for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

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

- i. invite the second ranked Bidder for award of Cluster; or
- ii. take any such measure as may be deemed fit in the sole discretion of the DET, including annulment of the Bidding Process.

2.7.4. In case it is found during the evaluation or at any time before signing of the License 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 Licensee either by issue of the LOA or entering into of the License Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the License 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 DET to the Bidder, without the DET being liable in any manner whatsoever to the Bidder. The DET shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the DET may have under this RFP, the Bidding Documents, the License Agreement or otherwise.

- 2.7.5. The DET 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 DET, 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 DET shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DET thereunder.
- 2.7.6. The DET may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8. Contents of the RFP

- 2.8.1. 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 Technical Bid
- II. Power of Attorney for signing of Bid
- III. [Intentionally Left Blank]
- IV. Bank Guarantee for Bid Security
- V. [Intentionally Left Blank]
- VI. List of ITIs for cluster formation
- VII. Guidelines of the Department of Disinvestment
- VIII. Guidelines for preparation of Strategic Investment Plan (SIP)
- IX. Format for Financial Bid
- X. Power of Attorney for Lead Member of Consortium
- XI. Joint Bidding Agreement

2.9. Clarifications

- 2.9.1. Bidders requiring any clarification on the RFP may notify the DET only by e-mail in accordance with Clause 1.2.11. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.3. The DET shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The DET will post all the queries and its responses on the official website without identifying the source of queries.
- 2.9.2. The DET shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the DET reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the DET to respond to any question or to provide any clarification.
- 2.9.3. The DET may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the DET shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DET or its employees or representatives shall not in any way or manner be binding on the DET.

2.10. Amendment of RFP

- 2.10.1. At any time prior to the Bid Due Date, the DET may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum/corrigendum ("Addendum/Corrigendum").
- 2.10.2. Any Addendum/Corrigendum thus issued hereunder shall be hosted on the eGP Portal, Govt. of Telangana.
- 2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account, or for any other reason, the DET may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11. Language

- 2.11.1. The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature 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 DET 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. The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by

the authorized signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Application. The Bid shall contain page numbers.

2.13. Submission of Bids

2.13.1. The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the eGP Portal, **Govt. of Telangana**, duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.

2.13.2. The Bid is to be submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the DET and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the DET, the latter shall prevail.

2.13.3. The documents comprising the Bid referred to in Clause 2.13.1 shall include:

- i. Technical Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents.
- ii. Bid Security in the format at Appendix-IV;
- iii. Power of Attorney for signing the Bid as per the format at Appendix-II;
- iv. Strategic Investment Plan as per the format outlined in Appendix-VIII;
- v. Documents of incorporation (Memorandum and Articles of Association, if the Bidder is a body corporate, if a partnership then a copy of its partnership deed, etc.);
- vi. Bidder's duly audited balance sheet and profit and loss account for the preceding three years;

2.13.4. The following documents shall be separately submitted in original to the person specified in the Clause 2.13.5 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

- i. Power of attorney as required under Clause 2.13.3 (iii) and Clause 2.13.3 (iv);
- ii. Joint Bidding Agreement as required under Clause 2.13.3 (v);
- iii. Demand draft towards the cost of the RFP process as required under clause 1.2.1; and
- iv. Bank Guarantee / Demand Draft towards the Bid Security as required under Clause 2.25.

The envelope specified in this Clause 2.13.4 shall clearly bear the following identification:

“Enclosures of the Bid for Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation”

If the envelope is not sealed and marked as instructed above, the DET assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5. The envelope specified in Clause 2.13.4 shall be addressed to:

ATTN. OF: Sri. S. Raja

DESIGNATION: Deputy Director

ADDRESS: O/o The Director, Department of Employment and Training, ITI Mallepally campus, Vijaynagar colony, Mallepally, Hyderabad - 500057

TELEPHONE NO: 8500460251

E-MAIL ADDRESS: tgdetpmsetu@gmail.com

2.13.6. Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

2.14. Bid Due Date

2.14.1. The Bid specified in Clause 2.13 should be submitted on or before the Bid Due Date, on the eGP Portal as per the format and in the manner and form as detailed in this RFP.

2.14.2. [For the purpose of submission of the Bid on the eGP Portal, registration of the Bidder with eGP Portal is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the eGP Portal. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying DET (CA).]

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

2.14.4. Bids received by the DET after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

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.

2.15.2. The Financial Bid shall be furnished in the mentioned in format outlined in Appendix-IX and shall consist of the amount offered to be funded by the Bidder as a part of overall outlay under SIP, to be infused/expended as per the terms and conditions of this RFP and the provisions of the License Agreement.

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

2.16. Modifications/ substitution/ withdrawal of Bids

2.16.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is received by the DET prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

- 2.16.2. Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the DET, shall be disregarded.

D. EVALUATION PROCESS

2.17. Opening and Evaluation of Bids

- 2.17.1. The DET shall open the Technical Bids on the Bid Due Date, at the place specified in Clause 2.13.5 and in the presence of the Bidders who choose to attend.
- 2.17.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3. The DET will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.17.4. Bidders are advised that selection of Bidders will be entirely at the discretion of the DET. 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.
- 2.17.5. Any information contained in the Bid shall not in any way be construed as binding on the DET, its agents, successors or assigns, but shall be binding against the Bidder if the Cluster is subsequently awarded to it on the basis of such information.
- 2.17.6. The DET 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.

2.18. Confidentiality

- 2.18.1. 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 DET in relation to, or matters arising out of, or concerning the Bidding Process. The DET 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 DET 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 DET or as may be required by law or in connection with any legal process.

2.19. Tests of responsiveness

- 2.19.1. Prior to evaluation of Bids, the DET shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
- i. it is received as per the specified format;

- ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.3;
- iii. it is signed and marked as stipulated in Clauses 2.12 and 2.13;
- iv. it is accompanied by the Bid Security as specified in Clause 2.1.5
- v. it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
- vi. it contains all the information and documents (complete in all respects) as requested in this RFP;
- vii. it contains information in formats same as those specified in this RFP;
- viii. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP;
- ix. it does not contain any condition or qualification;
- x. the original documents as stipulated under Clause 2.13.4 have been submitted by the Bidder; and
- xi. it is not non-responsive in terms hereof.

2.19.2. A Financial Bid not conforming with the format specified in BOQ on the eGP Portal shall not be considered as responsive to the requirements of the RFP.

2.19.3. The DET 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 DET in respect of such Bid. Provided, however, that the DET 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.

2.20. Clarifications

2.20.1. To facilitate evaluation of Bids, the DET 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 DET for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2. If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the DET 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 DET.

E. PRE-QUALIFICATION AND BIDDING

2.21. Submission of Bid

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

2.22. Pre-Qualification and notification

2.22.1. After the evaluation of Technical Bids, the DET would announce a list of qualified Bidders “(Qualified Bidders)” who will be eligible for opening and evaluation of their Financial Bids.

All communications relating to Pre-qualification shall be uploaded on Official Website. The DET will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.23. Proprietary data

2.23.1. All documents and other information supplied by the DET or submitted by a Bidder to the DET shall remain or become the property of the DET. 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 DET will not return any Bid or any information provided along therewith.

2.24. Correspondence with the Bidder

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

F. BID SECURITY

2.25. Bid Security

2.25.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 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 Rs. 1,000 crore (Rupees one thousand crore), in favour of the DET 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 DET 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.

2.25.2. Bid Security can also be in the form of a Bank Guarantee issued by a Scheduled Bank in India, drawn in favour of the DET. The DET shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.25.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the DET as non-responsive.

2.25.4. Save and except second ranked Bidder, the Bid Security of unsuccessful Bidders will be returned by the DET, 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 DET, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Bank Guarantee, the refund thereof shall be in the form of an account payee Bank Guarantee in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the DET give the name and address of the person in whose favour

the said Bank Guarantee shall be drawn by the DET for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.25.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Licensee signing the License Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.25.6. The DET shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the DET 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.

2.25.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the DET under the Bidding Documents and/ or under the License Agreement, or otherwise, if

- i. a Bidder submits a non-responsive Bid;
- ii. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- iii. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the DET;
- iv. the Selected Bidder fails within the specified time limit -
 - a) to sign and return the duplicate copy of LOA; or
 - b) to sign the License Agreement; or
 - c) to furnish the Performance Security within the period prescribed therefor in the License Agreement.
- v. the Selected Bidder, having signed the License Agreement, commits any breach thereof prior to furnishing the Performance Security.

CRITERIA FOR EVALUATION

3.1. Evaluation of Bids

- 3.1.1. Only those Bidders who meet the minimum eligibility criteria specified in Clause 2.2.2 and score the cut-off Technical Marks shall qualify for evaluation under this Section 3. Bidders whose Bid do not meet these criteria shall be rejected.
- 3.1.2. The Bidder's technical capability is to be established by the minimum Technical Capacity, Financial Capacity that Bidder demonstrates to meet terms herein and Technical Marks scored pursuant to evaluation of SIP; and the Bidder who scores the cut-off marks shall be eligible for opening of its Financial Bids.

3.2. Financial information for purposes of evaluation

- 3.2.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years preceding the Bid Due Date.
- 3.2.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/CA shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.3. Pre-Qualification of Bidders

- 3.3.1. The credentials of eligible Bidders shall be measured in terms of their Technical and Financial Capacity.

3.4. Selection of Bidder

- 3.4.1. The Bidders considered as responsive in terms of Clause 2.19 and fulfils the minimum eligibility criteria as set forth in Clause 2.2.2 shall be further evaluated in terms of the SIP based on the evaluation criteria set forth in the RFP. Financial Bids of only Qualified Bidders shall be considered for opening and evaluation. The DET shall select the Bidder through Quality cum Cost Based Selection ("QCBS") process.
- 3.4.2. Based on the evaluation of Qualified Bidders in terms herein, the following three scores shall be determined:
 - **Technical Marks – say "X". Technical Marks shall have a weightage of 50%**
 - **Score on overall costing commitment – say "Y". Y score shall have a weightage of 30%**
 - **Score on Financial Bid offer – say "Z". Financial Bid score shall have weightage of 20%.**

The aggregate final score shall be computed on a weighted average basis using the following formula:

$$\text{Aggregate Score (Sn)} = [Xt \times 0.5] + [Yt \times 0.3] + [Zt \times 0.2]$$

Where:

- i. **Sn** = Aggregate Score
- ii. **Xt** = Technical Marks scored by the Qualified Bidder
- iii. **Yt** = Score based on the factor: cost per unit Technical Marks to be calculated as follows:
 - **Cost per unit technical Marks (A)** = Financial Bid ÷ Xt
 - **Yt** = (Amin ÷ A) × 100
- iv. **Zt** = (F ÷ Fmax) × 100, where: **F** is the Financial Bid.

The Bidder who scores the highest aggregate marks shall be the Selected Bidder. Cluster will be awarded to the Selected Bidder.

- 3.4.3. Subject to the provisions hereof, the Qualified Bidders shall be informed individually about the opening of the Financial Bids. The DET shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend.
- 3.4.4. In the event that, two or more Bidders have the same score (the “**Tie Bidders**”), the DET shall identify the Bidder with the highest Technical Marks as Selected Bidder. In the event the Technical Marks of such Tie Bidders are also the same, then the Bidder with highest Financial Bid quote shall be selected for award of the Cluster
- 3.4.5. In the event that, the Bidder with the highest score withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the DET may in its sole discretion invite second ranked Bidder for award of the Cluster or annul the Bidding Process.
- 3.4.6. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the DET to the Selected Bidder and the Selected Bidder 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 is not received by the stipulated date, the DET may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.7. After the acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the License Agreement (including shareholders agreement annexed thereto) within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

3.5. Contacts during Bid Evaluation

- 3.5.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the DET 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 DET and/ or their employees/ representatives on matters related to the Bids under consideration.

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 License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, the DET may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Licensee, 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 DET 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 DET under the Bidding Documents and/ or the License Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the DET under Clause 4.1 hereinabove and the rights and remedies which the DET may have under the LOA or License Agreement, or otherwise, if a Bidder or Licensee, as the case may be, is found by the DET 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 License Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the DET during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by the DET 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 DET 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 License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DET, 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 (d) 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 License Agreement, as the case may be, any person in respect of any matter relating to the Cluster or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the DET in relation to any matter concerning the Cluster;
 - (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 DET 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.

PRE-BID CONFERENCE

- 5.1. A Pre-Bid Conference of the potential Bidders shall be convened at the designated ~~at~~ time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of DET 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 DET. The DET shall endeavour 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.

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 in which the DET 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 DET, 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 DET 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 DET, 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 License 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) License Agreement;
 - b) the RFP.
- i.e. the License Agreement at (a) above shall prevail over the RFP at (b) above.

Appendices

APPENDIX-I
Letter Comprising the Technical Bid
(Refer Clause 2.13.3)

To,

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.....
.....

Sub: Bid for the For Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation

Dated:

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 aforesaid Cluster. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the DET will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Cluster, 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 development, augmentation, operation and management of the aforesaid Cluster.
4. I/ We shall make available to the DET any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the DET 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 or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial DET or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public DET nor have had any contract terminated by any public DET 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 DET;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) 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 DET 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 you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Cluster, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.
- 9. I/ We believe that we 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 or our/ its Associates are not a part of any other Bid for the Cluster.
- 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ adverse orders passed by a regulatory DET which could cast a doubt on our ability to undertake the Cluster, or which relate 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 or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13. We further certify that no investigation by a regulatory DET is pending either against us/ or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
- 14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
- 15. I/We further certify that we or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
- 16. 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 DET of the same immediately.
- 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 DET in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Cluster and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License 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 and also surveyed the Cluster Site.
20. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DET or in respect of any matter arising out of or relating to the Bidding Process including the award of Cluster.
21. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix II of the RFP, is also enclosed.
22. I/ We understand that the Selected Bidder shall incorporate a Section 8 Company under the Indian Companies Act, 1956/ 2013 as such prior to execution of the License Agreement.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
24. I/ We certify that in terms of the RFP, my/our Net Worth is positive in the financial year preceding Bid Due Date.
25. I/ We offer Bid Security of INR. Rs.62 Lakhs (Rupees Sixty-Two Lakhs Only) to the DET in accordance with the RFP Document.
26. The Bid Security in the form of a Bank Guarantee has been submitted.
27. The documents accompanying the Bid, required to be submitted in original as specified in Clause 2.13.4 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid for Cluster" and the documents specified in Clause 2.13.3 have been uploaded/ are being uploaded on the official website.
28. 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 Cluster is not awarded to me/us or our Bid is not opened or rejected.
29. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, our own estimates of costs/commitment and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Cluster.
30. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
31. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
32. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Cluster in accordance with the Bidding Documents and the License Agreement.

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

RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder

Appendix I: Annex-I Particulars of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Cluster:
3. Particulars of individual(s) who will serve as the point of Contact
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Email:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Email:

5. The following information shall also be provided for the Bidder,
Name of Bidder

No.	Criteria	Yes	No
1.	Has the Bidder 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 paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		
----	--	--	--

6. A statement by the Bidder (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):

Appendix I:
Annex-II Financial Capacity of the Bidder
(Refer to Clauses 2.2.2 of the RFP)

Name of single entity Bidder:

(In Rs. crore^{\$})

Biddertype^{\$\$}	Net Worth^{££}
(1)	(2)
Single entity Bidder	
TOTAL	

Name & address of Bidder's Bankers:

^{\$}For conversion of US Dollars to rupees, the rate of conversion shall be Rupees [87 (eighty seven)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

^{\$\$}A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder.

^{££}The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The single entity Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the single entity Bidder 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).
2. Net Worth in case of a company shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

For eligible entities which are not companies, the Net Worth shall mean the corpus and reserve amounts as certified by the chartered accountant having valid registration.

3. Year 1 will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. The Bidder shall provide an Statutory Auditor's/ Chartered Accountant Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.

Appendix I:
Annex-III Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative 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.....

APPENDIX-II
Power of Attorney for signing of Bid

(Refer Clause 2.2.5)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us 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 the Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation proposed or being developed by the..... (the “DET”) 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 DET, representing us in all matters before the DET, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the DET in all matters in connection with or relating to or arising out of our bid for the said Cluster and/ or upon award thereof to us and/or till the entering into of the License Agreement with the DET.

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.

(Notarised)

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 favour 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III [Intentionally Left Blank]

APPENDIX–IV

Format of Bank Guarantee for Bid Security

(Refer Clauses 2.1.5 and 2.25.1)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “DET”, 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(a company registered under the Companies Act, 1956/2013)and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation (hereinafter referred to as “the Cluster”) pursuant to the RFP Document dated issued in respect of the Cluster and other related documents including without limitation the draft License 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 2.1.5 read with Clause 2.1.6 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 DET an amount of Rs.2.17 Crore (Rupees two Crore seventeen Lakhs 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 DET 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 DET is disputed by the Bidder or not, merely on the first demand from the DET stating that the amount claimed is due to the DET 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.2.17 Crore (Rupees two Crore seventeen Lakhs Only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the DET 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 DET 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 DET that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the DET and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other DET.
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 DET shall be entitled to treat the Bank as the principal debtor. The DET 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 DET, and the Bank shall not be released from its liability under these presents by any exercise by the DET 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 DET or any indulgence by the DET to the said Bidder or by any change in the constitution of the DET 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 authorised to receive the said notice of claim.
10. It shall not be necessary for the DET 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 DET 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 unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the DET in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised 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.2.17 Crore (Rupees two Crore seventeen Lakhs Only).. The Bank shall be liable to pay the said amount or any part thereof only if the DET serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-V [Intentionally Left Blank]

APPENDIX-VI List of ITIs in Cluster-V

*Consists of
1 Hub ITI (Govt. ITI Peddapally) and
4 Spoke ITIs of
1. Govt. ITI Mancheri
2. Govt. ITI Ramagundam
3. Govt. ITI Srirampur
4. Govt ITI Mandamarri*

APPENDIX-VII

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Department of Disinvestment, Government of India

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory DET that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory DET is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency,

the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-(A.K. Tewari)
Under Secretary to the Government of India

APPENDIX-VIII

Guidelines for preparation of Strategic Investment Plan (SIP)

1. The SIPs must clearly specify the categorization of it is in hubs and spokes. The SIP will outline the key aspects of the upgradation plan, including the following areas:
 - Vision, mission and strategic objectives - cluster's overarching goals, aligning with national and regional skill development priorities.
 - Governance, management, and HR transition - leadership structures, roles and responsibilities, and plan for smooth staff transitions to strengthen institutional effectiveness.
 - New and Revised Courses Proposed Based on Demand and Gap Analysis – integration of technology, development of new curricula, and establishment of Centers of Excellence (CoEs) to enhance training quality and relevance.
 - Industry and Employer Linkages for Demand-Driven Training and Placement - collaborations with industry players, government bodies, faculty, students, and local communities to co-create programs and improve placement outcomes.
 - Innovation in Training Program Design, Pedagogy, and Technology Integration
 - Capacity building for Institutional Leadership and Instructors - leadership and faculty training programs, alongside ongoing professional development initiatives, to ensure teaching excellence.

APPENDIX-IX

Format for Financial Bid

NOTE:

1. The format is only indicative of the Online format that Bidder is required to fill online.
2. Financial Bid to be submitted ONLINE only. Any submission of Financial Bid in hard copy would render Bid liable for summary rejection

APPENDIX-X

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the DET has invited for Request for proposal (RFP) from interested parties for Upgradation of Industrial Training Institutes (ITI's) under component-I of PM-SETU scheme.

Whereas _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in submitting RFP response for the Project(s) in accordance with the terms and conditions of the 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 RFP response and/or bid for the Project(s) and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. __, having our registered office at _____, insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise 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”) and hereby irrevocably authorise 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 RFP process and, in the event the Consortium is shortlisted, during the bidding process and execution of the Project, 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 submission of its RFP response and/or bid for the Project, if shortlisted, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-RFP meeting, Interested Party's meetings and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the RFP bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's RFP response and/or bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(signature) (Name &
Title)

For _____

(signature)

(Name &

Title)

Witnesses:

1.

2.

Notarised

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 Interested Party should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Interested Party.
- Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).

APPENDIX-XI

JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value duly notarised)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 20...
AMONGST

1. (name of the Interested Party(ies)), a.....(Mention the act in which Interested Party(ies) is registered) 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. (name of the Interested Party(ies)), a (Mention the act in which Interested Party(ies) is registered) and having its registered office at..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- (A) _____(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 response to the RFP (the “Applications”) by its RFP No. dated (the “RFP”) for upgradation of Industrial Training Institutes(ITI’s) under component-I of PM-SETU scheme.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the RFP response.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations
In this Agreement, the capitalised 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 RFP and bidding process for the Project.
 - 2.2 The Parties hereby undertake to participate in the RFP and 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

Interested Party(ies) and awarded the Project, it shall enter a Contract with the Authority and for performing all its obligations as the Contractor in terms of the Contract 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 RFP and bidding process
{*****;}.
- (b) Party of the Second Part shall be {*****;}.

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 Contract.
- 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.

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 organised, 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 authorised 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 favour 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 organisational documents thereof.
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 fulfilment 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 termination of the Contract. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Interested Party is not pre-qualified or upon return of the Bid Security by the Authority to the Interested Party(ies), as the case may be.

8. Miscellaneous

8.1 This Joint Bidding 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

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding 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 Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.


Joint Director (T/g)
Directorate of Employment & Training
Govt. of Telangana,
Hyderabad - 500 063.