

Government of Odisha
Skill Development and Technical Education (SD&TE) Department

**Competitive Bidding under Single Stage Bidding Process
for Selection of Training Partner (TP) for Operation and
Maintenance of**

Industrial Training Institutes (ITIs)

**at Patnagarh in Bolangir
&
at Athamalik in Angul**

ISSUER

Directorate of Technical Education and Training, Odisha

Killa Maidan, Buxi Bazaar, Cuttack-753001, Odisha

Phone No-0671(2301061), Fax-0671(2301961)

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REQUEST FOR PROPOSAL (RFP)

For Selection of Training Partner (TP) for Operation and Maintenance of
Industrial Training Institutes (ITIs)

at Patnagarh in Bolangir
&
at Athamalik in Angul

BID DOCUMENT

VOLUME -I

INSTRUCTIONS TO BIDDERS (FACT SHEET)

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the bidders	20 th December'2023
2	Last date for receiving queries through email (if any)	27 th December'2023 by 2 PM
3	Pre-Bid Meeting/Response to queries	29 th December 2023 at 11AM (Physical Meeting at DTE&T Odisha office)
4	Issue of Corrigendum (if any)	30 th December 2023 by 5 PM
5	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	16 th January 2024 by 5 PM
6	Opening of Technical Proposals& Presentation and evaluation	To be communicated
7	Opening of Financial proposals of Bidders who qualify pre-qualification (technical) criteria	To be communicated
8	Bid Processing Fee (Non-refundable) (Demand Draft)	INR 10,000/- (Rupees Twenty Thousand Only)
9	Earnest Money Deposit (EMD) (Bank Guarantee)	INR 10,00,000/- (Rupees Ten Lakhs Only)
10	Performance Bank Guarantee	10% of the total quoted operational expenditure for one year (for minimum 278 seats)
11	Method of Selection	Quality and Cost-Based Selection (QCBS)
12	Contact Details	Directorate of Technical Education & Training, Odisha Killa Maidan, Buxi Bazar, Cuttack-753001 Phone No- (+91) 9437006808 Email-dtetorissa@gmail.com , dtetodisha.procurement@gmail.com pmu.dtet@gmail.com

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DIRECTORATE OF TECHNICAL EDUCATION AND TRAINING
[Killamaidan, post office Buxi bazaar, Cuttack, 753001 Odisha]
NOTICE INVITING TENDER

NIT No 18349

Dated 19.12.2023

RFP for Selection of Training Partner for Operation and Maintenance of ITI at Patnagarh in Bolangir and ITI Athamalik in Angul Odisha

The Government of Odisha had entrusted to the Directorate of Technical Education and Training (the “**Authority**”) under administrative control of Skill Development and Technical Education Department having its principal office at Killamaidan, post office Buxi bazaar, Cuttack, 753001 Odisha, for establishment of two Government ITIs viz; ITI Patnagarh in Bolangir and ITI Athamalik in Angul districts in Odisha. Both the ITIs have been established with infrastructure standards confirming to NCVT norms & standards. Both the ITIs have got NCVET affiliation of 4 minimum trades under Craftsman Training Scheme (CTS) w.e.f August’2023 session against which trainees have been enrolled through Students Academic Management System (SAMS).

In order to make these two ITIs more industry responsive for improved & qualitative wage / self employment of youths, it’s now decided to operate and maintain both the ITIs in a suitable Public Private Partnership model through credible Training Partner on Operate, Maintain and Transfer (OMT) model.

As a part of this endeavour, the Authority has decided to invite participations from eligible entities to undertake the Operation and Maintenance of a ITI Patnagarh in Bolangir and ITI Athamalik in Angul in Odisha, (the “Project”) on **Operate, Maintain and Transfer (the “OMT”)** basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

ITI Operation & Maintenance in PPP (OMT) Model

Sl. No.	Name of the Govt. ITIs	Trades/Units affiliated during Academic Session 2023-24	Category of trades	Duration of training
1	Operate, Maintain and Transfer of a ITI at Patnagarh in Bolangir, Odisha	Fitter-2(1+1) or 40(20+20)	Engineering	2 years
		Plumber-2(1+1) or 48(24+24)	Engineering	2 years
		Dress Making- 2(1+1) or 40(20+20)	Non- Engineering	1 year
		Electrician-4(2+2) or 80(40+40)	Engineering	2 years
		Total seats	208 or Annual intake = 148;	
2	Operate, Maintain and Transfer of a ITI at Athamalik in Angul, Odisha	Sewing Technology-2(+1) or 40(20+20)	Non- Engineering	1 year
		Fitter-4(2+2) or 80(40+40)	Engineering	2 years
		Electrician-4(2+2) or 80(40+40))	Engineering	2 years
		Refrigeration & Air-Conditioning Technician-2(1+1) or 48(24+24)	Engineering	2 years
		Total seats	248 or Annual intake = 144;	

The complete Bidding Documents can be viewed / downloaded from DTE&T Odisha website [www.dtetodisha.gov.in/en/tender] from **23.11.2023** to **22.12.2023** (up to 1700 hours. IST). Bid must be submitted offline through Registered Post/Speed Post/Courier/By Hand only at “**Directorate of Technical Education and Training, Odisha;** Killa Maidan, Buxi Bazaar, Cuttack-753001, Odisha. Near-Melvin Jones Lions Eye Hospital and Besides Directorate of Industries” on or before **22.12.2023** (up to 1700 hours IST).

Bid submitted through any other mode shall not be entertained. Bid Security (EMD), Bid Processing Fee/Tender Fee, Power of Attorney and Other mandatory documents etc. shall be submitted within the Technical Bid by the Bidder on or before **22.12.2023** (up to 1700 hours IST). Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you,
Yours faithfully,
DTE&T Odisha
Killa Maidan, Buxi Bazaar, Cuttack-753001
Email: dtetodisha.procurement@gmail.com
Pmu.dtet@gmail.com
dtetorissa@gmail.com

DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by the Authority are, only indicative and for the sole purpose of making available to interested parties / bidders information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements and information contained in the Bidding Documents, especially the Project Information Memorandum, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or referred to herein, by the Authority] 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. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority in this RFP or referred to herein], then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall

have no liability to any person, including any 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 there from in any way for participation in this Bid Stage.

5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
6. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
8. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Authority or to any other person in a position to influence the decision of the Authority for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
9. Laws of the Republic of India are applicable to this RFP.
10. The RFP is solely for the implementation of the Project to be undertaken in accordance with this RFP on the Site, the owner of which is and shall always be Authority and the land shall always be deemed to be in the actual exclusive possession of Authority. The Selected Bidder shall only make use of the land to implement the Project and the land on which the proposed Project is to be undertaken shall in no way be deemed to be transferred by any mode to the Selected Bidder. Any attempt to transfer the land by any mode shall be treated as malfeasance and in that event the Operation and Maintenance

ITI Operation & Maintenance in PPP (OMT) Model

Agreement shall be terminated forthwith without any notice and reason and Authority shall resume the land together with all structures and forfeit the Bid Security/ Performance Guarantee without any prejudice to any action taken as per law.

GLOSSARY

Authority	As defined in Clause 1.1.1 of this RFP
Bank Guarantee	As defined in Clause 2.22.1 of this RFP
Bidders	As defined in Clause 1.2.1 of this RFP
Bidding Documents	As defined in Clause 1.1.6 of this RFP
Bid Due Date	As defined in Clause 1.1.6 of this RFP
Bidding Process	As defined in Clause 1.2.1 of this RFP
Bid Security	As defined in Clause 1.2.4 of this RFP
Bid Validity Period	As defined in Clause 1.3 of this RFP
Commercial Operation Date	As defined in Clause 2.2.1 (e) of this RFP
Concession	As defined in Clause 1.1.4 of this RFP
Conflict of Interest	As defined in Clause 2.2.1.(d) of this RFP
Damages	As defined in Clause 2.2.1.(d) of this RFP
Demand Draft	As defined in Clause 2.22.2 of this RFP
OMT	As defined in Clause 1.1.1 of this RFP
Financial Bid	As defined in Clause 1.2.1 of this RFP
Government	Government of India
Highest Bidder	As defined in Clause 1.2.8 of this RFP
LOA	As defined in Clause 3.8.4 of this RFP
Operation & Maintenance Agreement or O&M Agreement	As defined in Clause 1.1.2 of this RFP
Operator	As defined in Clause 1.1.2 of this RFP
Performance Security	As defined in Clause 2.21 of this RFP
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1 of this RFP
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.2.2 of this RFP
Technical Bid	As defined in Clause 1.2.1 of this RFP

The words and expressions beginning with capital letters and not herein, but define in the Operation and Maintenance Agreement shall, unless repugnant to the context, have the meaning ascribed thereto herein.

PROJECT INFORMATION MEMORANDUM

S. No	Parameters	Details	
1	Project Title	Operate, Maintain and Transfer of ITIs at Patnagarh, Bolangir and at Athamalik, Angul, Odisha.	
2	Location	ITI at Patnagarh, Bolangir, Odisha and ITI at Athamalik, Angul, Odisha	
3	Concessioning Authority	Directorate of Technical Education and Training, Odisha, Cuttack	
4	Proposed Engineering Trades and Seats	ITI at Patnagarh, Bolangir Total Seats – 208	ITI at Athamalik, Angul Total Seats – 248
5	Mandatory Compliance	Operation and Maintenance of all facilities of ITS(s) to ensure adherence to NCVT, NSQF, CITS and other applicable governing norms/rules of the sector in Odisha/India.	
6	Prohibited Facilities /Activities	Prohibited activities includes but not limited to, use of any built-up space for the purposes directly or indirectly, as Residential, Hospital, Warehousing, Industrial Activities, LPG Godowns, Petrol Bunk, any trade or activity involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process. Any activity which is prohibited by Laws, Regulations, Ordinances and the likes from the Central & State government	
7	Term of the Agreement	10 years from the Appointed Date. [The Operation and Maintenance Agreement shall include the period for fulfillment of Conditions Precedent.]	
8	Appointed Date	To be communicated. Start date of execution of the Operation and Maintenance Agreement.	
	Tender Cost	Rs. 10000 (Rupees Ten Thousands only) In the form of a demand draft in favour of Directorate of Technical Education and Training issued by a scheduled bank in India and payable at Cuttack and payable in Indian rupees.	
9	Bid Security	Rs. 10,00,000 (Rupees Ten Lakhs only) in the form of an irrevocable, unconditional bank guarantee in favour of Directorate of Technical Education and Training issued by a scheduled bank in India, or by way of a demand draft in favour of Directorate of Technical Education and Training and payable at Cuttack and payable in Indian rupees.	
10	Bidding Parameter	Lowest operational expense per seat per annum	
11	Minimum Guaranteed Seat	As per Clause 1.2.8 (Minimum Guaranteed Seats) of this RFP. Minimum number of seats for which authority provides operational expense quoted by the Operator.	
12	Pre-Bid Meeting	29.12.2023 from 11am in the conference hall of DTE&T Odisha	
13	Bid Due date	16.01.2024 till 17:00 PM	

SECTION-1-INTRODUCTION

DIRECTORATE OF TECHNICAL EDUCATION AND TRAINING

1.1 Background

- 1.1.1 The Department of Skill Development & Technical Education (SD&TE), Government of Odisha having its office at 2nd Floor, Kharvel Bhavan, Bhubaneswar, Odisha:751001 (hereinafter referred to as the “**Authority**”) has increased its focus on skilling through various skill development interventions in the form of Industrial Training Institutes (“ITIs”). The goal of the Authority is to impart quality skill development training to build a knowledgeable workforce to cater to the demand of the labour market. Additionally, generation of such industry-ready manpower would ensure India’s competitiveness in the global market. In the process, the Authority has identified the importance of the private sector partners in the domain of skill development. The involvement of the private sector partners would leverage the industry knowledge as well as the investments in terms of qualified trainers, multifaceted placement opportunities etc. The Authority now intends to shortlist private partners to Government Industrial Training Institute (ITI) at Patnagarh, Bolangir, Odisha to ensure quality interventions aligned to industry requirements. Details of the project is provided in Annexure VII. The proposed private players would operate and maintain the Institutions, while concentrating on imparting relevant trainings through their expertise in the concerned fields.

As a part of this endeavour, the Authority has decided to invite participations from eligible entities to undertake the Operation and Maintenance of ITI Patnagarh in Bolangir and ITI Athamalik in Angul, Odisha (the “**Project**”) on operational grant per seat per annum quoted basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. A brief description of the Project may be seen in the Project Information Memorandum Brief particulars of the Project are as follows:

Sl. No.	Name of the Govt. ITIs	Trades/Units affiliated during Academic Session 2023-24	Category of trades	Duration of training
1	Operate, Maintain and Transfer of a ITI at Patnagarh in Bolangir, Odisha	Fitter-2(1+1) or 40(20+20)	Engineering	2 years
		Plumber-2(1+1) or 48(24+24)	Engineering	2 years
		Dress Making- 2(1+1) or 40(20+20)	Non- Engineering	1 year
		Electrician-4(2+2) or 80(40+40)	Engineering	2 years
		Total seats	208 or Annual intake = 148;	
2	Operate, Maintain and Transfer of a ITI at Athamalik in Angul, Odisha	Sewing Technology-2(+1) or 40(20+20)	Non- Engineering	1 year
		Fitter-4(2+2) or 80(40+40)	Engineering	2 years
		Electrician-4(2+2) or 80(40+40))	Engineering	2 years
		Refrigeration & Air-Conditioning Technician-2(1+1) or 48(24+24)	Engineering	2 years
		Total seats	248 or Annual intake = 144;	

1.1.2 The Selected Bidder (the “**Operator**”), shall be responsible for operation and maintenance of the Project for the Term in accordance with Operation & Maintenance Agreement (the “Operation and Maintenance Agreement” or “Operation and Maintenance Agreement”), to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include the following:

The Scope of work of the Project shall broadly include operation and maintenance of ITI Patnagarh in Bolangir and ITI Athamalik in Angul, Odisha as per Norms and Guidelines provided by NCVT, NSQF, CITS and applicable laws and acts. The nature of the Project facilities and the list of prohibited activities are detailed in the table below:

- a) Arrange and mobilize finances required for the Project within the prescribed time period (as prescribed in the Operation and Maintenance Agreement).
- b) Undertake operation, management and maintenance of the Project for the Operation and Maintenance Period, in accordance with various requirements set out under Operation and Maintenance Agreement.
- c) To assist Authority in collection of College Fees from the students enrolled in various trades in ITIs, in accordance with the provisions of the Operation and Maintenance Agreement.
- d) Undertake any further obligation as set out under Operation and Maintenance Agreement.

e) **The Key Performance Indicators (KPIs) for the PTP**

- i. 100% enrollment against annual intake seats with 30% girls enrollment
 - ii. Dropout rate is limited to maximum 10% of total enrolled candidates
 - iii. Minimum 90% of the enrolled students appear at the final AITT;
 - iv. Minimum 80% of the appeared students are passed AITT and awarded NTC
 - v. Minimum of 80% students are certified as +2 equivalent through NIOS
 - vi. Minimum 80% of passed students are placed / self employed
 - vii. Achieves minimum 3 star grading during 1st year
- f) These ITIs may introduce additional trades/units having industrial demand with available infrastructure during 2nd year with approval of the competent authority
- f) The nature of the Project facilities and the list of prohibited activities are detailed in the table below:

S. No	Parameters	Details	
1	Proposed Project Components	Land	(Units)
		Building	Available as per NCVT norms for minimum 4 trades
		Machinery	Available as per NCVT norms for 4 trades

2	Mandatory Compliance	Operation and Maintenance of all facilities to ensure adherence to NCVT, NSQF, CITS and other applicable governing norms/rules of the sector in Odisha/India
3	Other Facilities	Hostel, Canteen
4	Prohibited Facilities /Activities	Prohibited activities includes but not limited to, use of any built-up space for the purposes directly or indirectly, as [<i>to be inserted. for eg Residential, Hospital, Warehousing, Industrial Activities, LPG Godowns, Petrol Bunk, any trade or activity</i>] involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process. Any activity which is prohibited by Laws, Regulations, Ordinances and the likes from the Central & State government

- 1.1.4 The Operation and Maintenance Agreement sets forth the detailed terms and conditions for grant of the concession to the Operator, including the scope of the Operator's services and obligations (the "**Concession**").
- 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 Operator set forth in the Operation and Maintenance Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.6 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 of Section 1 of this RFP for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two stage two envelop process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project using e-procurement process.. Prior to the Bid, the Bidder shall pay to the [Authority] a sum of Rs 10,000 (Rupees Ten Thousand only) as the cost of the tender through demand draft along with the Technical Bid. Eligibility and qualification of the Bidder (The "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted under **Technical Bid** with respect to eligibility and qualifications criteria prescribed in this RFP. The **Financial bid** (*to be submitted online only*) of only those Bidders

shall be opened whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

GOI has issued guidelines (see Annexure VI of Appendix-IA of RFP) 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 as applicable. The Authority shall be entitled to disqualify any 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-IA

- 1.2.2 Interested bidders (the “**Bidders**”) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the bid due date as specified in Clause 1.3 of this section for submission of Bids.
- 1.2.3 The complete Bidding Documents includes the draft Operation and Maintenance Agreement for the Project. Subject to the provisions of Clause 2.1.3 of Section 2 of this RFP, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a interest free Bid Security of Rs10,00,000 (Rupees Ten Lakhs only) (the “**Bid Security**”), refundable not later than 225 (two hundred and twenty five) 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 Operation and Maintenance Agreement. The Bidders will have an option to provide Bid Security in the form of a bank guarantee or fixed deposit receipt acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 225 (two hundred and twenty five) days from the Bid Due Date inclusive of a claim period of 45 (Forty Five) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the Bank Guarantee shall not be less than 225 (two hundred and twenty five) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 The pre-qualification stage (the “**PQ Stage**”) of the Bidding Process involves pre-qualification (the “**PQ**”) of prospective bidder(s) in accordance with the provisions of this RFP. At the end of this stage, the Authority shall shortlist pre-qualified Bidders fulfilling the qualification criteria.
- 1.2.6 The Bidders shortlisted after the pre-qualification stage shall be eligible for opening and evaluation of their Price Bids at the Price Bid stage of the Bidding Process (the “**Price Bid Stage**”) comprising the opening and evaluation of price Bid (the “Price Bid”).
- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in greater detail,

and to carry out, at their cost, such studies and investigations as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

- 1.2.8 Bids are invited for the Project on the basis of the Operational Expense per seat per annum. (the “**Bidding Parameter**”). The Operation & Maintenance period is predetermined, as indicated in the Operation and Maintenance Agreement. The Operational Expense per seat per annum shall constitute the sole criteria for evaluation of Financial Bids. Subject to Clause 2.17 of Section 2 of this RFP, the Project will be awarded to the Bidder quoting the lowest operational expense per seat per annum.

In this RFP, the term “**Preferred Bidder**” shall mean the Bidder who quotes lowest operational expense per seat per annum for ITI(s).

Authority shall make payment of operational expense to the operator for number of students enrolled in various trades in ITIs or minimum number of seats (the “**Minimum Green tree Seat**”) as mentioned in table below, whichever is higher.

Sl. No	Location of ITI	Total Capacity	Minimum guarantee seats
1	Patnagarh in Bolangir, Odisha	208	208
2	Athamalik in Angul, Odisha	248	248

Authority may in its sole discretion, increase the total capacity of the ITIs by adding new trades or increasing number of seats of existing trades. Such increase in the total capacity of ITIs will neither impact the number of minimum guarantee seats nor gives any rights to operator to request to change number of minimum guarantee seats.

- 1.2.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. Further other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.12.4 of Section 2 of this RFP with identification/ title:

"Queries/Request for Additional Information:

RFP for selection of Operator for Operation and Maintenance of the ITI Patnagarh in Bolangir and ITI Athamalik in Angul, in the State of Odisha”.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule: As per instructions to Bidder Fact Sheet

Clarification:

- (1) The above schedule in the fact sheet is tentative. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the website of the Authority from time to time.
- (2) Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

1.4 Pre-bid Meeting

A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and venue of the Pre-Bid Conference shall be: As per the fact sheet

Venue: Directorate of Technical Education and Training, Odisha
Killa Maidan, Buxi Bazaar, Cuttack-753001, Odisha
Near- Melvin Jones Lions Eye Hospital

SECTION-2- INSTRUCTIONS TO BIDDERS

GENERAL

2.1 General terms of Bidding

The Bidder shall be a single entity. Bidder may apply for single ITI or both the ITIs in single bid only. No Bidder shall submit more than one Bid for the Project. The preferred bidder for both ITIs will be selected based on the lowest operational expense per seat per annum quoted for respective ITIs.

2.1.1

The Project Information Memorandum is being provided only as a preliminary reference by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Information Memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum.

2.1.2

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Operation and Maintenance Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder Clause 2.1 of this RFP shall continue to have effect in addition to its obligations under the Operation and Maintenance Agreement.

2.1.3

The Bid shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per Appendix IA and the Financial Bid shall be as per Appendix IB of the RFP. Financial Bid amount shall be indicated clearly in both figures and words in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail and be taken into account.

2.1.4

The Bid shall consist of a lowest operational expense per seat per annum, as per the terms and conditions of this RFP and the provisions of the Operation and Maintenance Agreement.

2.1.5

The Bidder shall deposit a Bid Security of Rs. 10,00,000 (Rupees Ten Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either in the form of a Bank Guarantee or Fixed Deposit Receipt acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit a Demand Draft towards cost tender fee Rs. 10,000 (Rupees Ten Thousand only) to Directorate of Technical Education and Training, Odisha; payable at Cuttack along with the Technical Bid.

2.1.6

The validity period of the Bank Guarantee shall not be less than 225 (two hundred and twenty-five) days from the Bid Due Date inclusive of a claim period of 45 (Forty Five) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 225 (two hundred and twenty-five) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Operation and Maintenance Agreement.

2.1.7

The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.

2.1.8

The Bidders to specifically take note of what is mentioned under Clause 1.2.9 in section-1 of this RFP. In case any condition or qualification or any other stipulation is contained in the Bid, the same shall render the Bid liable to rejection as a non-responsive Bid.

2.1.9

The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.10

The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the 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 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11

This RFP is not transferable.

2.1.12

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

2.1.13

Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid due date, would not be eligible to submit a Bid.

2.1.14

A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

2.1.15

In computing the Technical Capacity and Net Worth of the Bidder under Clauses 2.2.2 and 3.4 of this RFP, the Technical Capacity and Net Worth of their respective Associates would not be eligible hereunder Clause 2.1.16 of this RFP.

For the 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.

2.1.16

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, named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 of Section 3 of this RFP; and

2.1.17

Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (03) 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 (for Average annual turnover purpose) or 1 (one) year (for Net Worth purpose), 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 this RFP, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.18

Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 A. For determining the eligibility of bidder to participate in response to this RFP the following shall apply:

- a) The bidder shall be a single entity.
- b) The bidder may be a company registered in India under Company act 1956 with a turnover of Rs 30.00 Crores or above or ,
Operating a training centre of national repute having turnover of Rs 10.00 Crores or
Operating an AICTE/NCVT approved institute with turnover of Rs 05.00 Crores or above.

Or

2.2.1 B.

- a) The bidder shall be a single entity.

- b) The bidder may be a Sole Proprietor or other legal entity such as company, Society, Trust or Partnership firm, registered in India.
- c) The bidder who is eligible for bidding as per clause must be successfully managing and operating AICTE approved Engineering Colleges or Polytechnics or NCVT affiliated private ITIs during last five (5) years.

2.2.2 In addition to the condition mentioned in clause 2.2.1, a Bidder as a single entity, shall also fulfill conditions in accordance with clause 2.2.2 to be eligible to participate in response to this RFP:

1. **Financial Capacity:**

- i. Shall have positive Net-Worth at the close of the immediately preceding financial year.

2. **Technical Capacity:**

- i. Shall have experience of operating and maintaining ITI or Polytechnic institute or Engineering College/Institute ,for any 5 (five) financial years out of the preceding 10 (ten) financial years, i.e., FY2022, FY2021, FY2020, FY2019, FY2018, FY2017, FY2016, FY2015, FY2014, and FY2013, such that:
 - a) Successfully managing and operating at least one AICTE-approved Pvt. Engineering Colleges or at least one Pvt. Polytechnics or at least two NCVT-affiliated Pvt. ITIs or recognized production-cum-Training Centre of National Repute running industry demand driven courses during last five (5) years.; and
 - b) Have experience of operating and maintaining at least 02 NCVT affiliated ITIs or at least 01 AICTE approved Polytechnic or at least 01 AICTE approved Engineering College/ Institute or recognized Production-cum-Training Centre of National Repute running industry demand driven courses & having at least 4 (*four*) of engineering trades/course had a minimum annual intake capacity of total 800 seats (in the cases of multiple number of institutes/centres); and.).
 - c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Operation and Maintenance 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:

- d) The Bidder, its 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 not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is not more than 25% (Twenty five percent) 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 section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(d), 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
 - (i) a constituent of such Bidder is also a constituent of another Bidder; 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 Associate, 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 of them in a position to have access to each other’s information about, or to influence the Bid of

either or each other; or

- (v) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vi) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.

For the purposes of this RFP, the term Associate in relation to the Bidder shall have the meaning as ascribed under Clause 2.1.16 of Section 2 of this RFP.

- (a) A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Operation and Maintenance Agreement. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Operation and Maintenance Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Operation and Maintenance Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Operation and Maintenance Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of execution of agreement of the Project.

Provided, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.22.7 of Section 2 of this RFP (a) and further debar it from participation in any future procurement process of Authority for a minimum period of One (1) year from the Bid Due Date of this work.

If the Bidder has submitted any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively “**Foreign Documents**”) then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarisation from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder.

However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - “**Hague Legalization Convention, 1961**”, the Bidders may affix an “Apostille” sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such “Apostilled” Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the ‘Foreign Document(s)’ were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi

- 2.2.1 In addition to the condition mentioned in clause 2.2.1, a Bidder as a single entity, shall also fulfill conditions in accordance with clause 2.2.2 to be eligible to participate in response to this RFP:

(B). **Financial Capacity:**

- a. Shall have positive Net-Worth at the close of the immediately preceding financial year

(3) **Technical Capacity:**

- i. Shall have experience of operating and maintaining ITI or Polytechnic institute or Engineering College/Institute ,for any 5 (five) financial years out of the preceding 10 (ten) financial years, i.e., FY2022, FY2021, FY2020, FY2019, FY2018, FY2017, FY2016, FY2015, FY2014, and FY2013, such that:

- a) Successfully managing and operating at least one AICTE-approved Pvt. Engineering Colleges or at least one Pvt. Polytechnics or at least two NCVT-affiliated Pvt. ITIs or recognized production-cum-Training Centre of National Repute running industry demand driven courses during last five (5) years.; and
- a. Have experience of operating and maintaining at least 02 NCVT affiliated ITIs or at least 01 AICTE approved Polytechnic or at least 01 AICTE approved Engineering College/ Institute or recognized Production-cum-Training Centre of National Repute running industry demand driven courses & having at least 4 (*four*) of engineering trades/course had a minimum annual intake capacity of total 800 seats (in the cases of multiple number of institutes/centres); and..

2.2.2 Bids which are found qualified as per the conditions of clause 2.1 and 2.2 shall be eligible for further evaluation in accordance with clause 3 of this RFP. Bid which do not qualifies the conditions of clause 2.1 and 2.2 above will be considered non responsive and the Bid security will be adjusted as per clause 2.21.7

2.3 DELETED

2.4 Proprietary data

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

2.5 Number of Bids and Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.4.2 No Bidder shall submit more than one Bid for the Project. If found that the bidder had submitted more than one bid or has participated in more than one Bids, all such bids shall be deemed to be ineligible and will be liable to be rejected.

2.6 Site visit and verification of information

- 2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.6.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (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 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Operation and Maintenance Agreement by the Operator;
- (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.

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

2.7 Verification and Disqualification

2.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and document as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder Clause 2.7.1 of this RFP nor will it affect any rights of the Authority there under.

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

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

- 2.7.3 In case it is found during the evaluation or at any time before signing of the Operation and Maintenance Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements 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 Operator either by issue of the LOA or entering into of the Operation and Maintenance Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Operation and Maintenance Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the draft Operation and Maintenance Agreement or otherwise.

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 of Section 2 of this RFP.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- IA Letter comprising the Technical Bid including Annexure I to VI
 - IB Letter comprising the Financial Bid
 - II. Bank Guarantee for Bid Security
 - III. Power of Attorney for signing of Bid
 - VI. Integrity Pact
 - VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
- 2.8.2 The draft Operation and Maintenance Agreement and Project Information Memorandum provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10 of Section 1 of this RFP. They should send in their queries before the date mentioned in the Schedule of Bidding Process as specified in Clause 1.3 of Section 1 of this RFP. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all

Bidders without identifying the source of queries.

- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives or advisors shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum/Corrigendum issued hereunder Clause 2.10 of this RFP will be uploaded on DTE&T Odisha website (www.dtetodisha.gov.in/en/tender/).
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. *(In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided)*

C. PREPARATION AND SUBMISSION OF BIDS

2.11 Format and Signing of Bid

- 2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, copy of payment proof of cost of tender fee, Power of Attorney etc. as specified in Clause 2.12.2 of this RFP are received in hard copies.
- 2.11.2 The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 2.11.3 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 Bidders 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.
- 2.11.4 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.11.5 The technical bid shall be hard bound with pages serially numbered, provided with an index page.

2.12 Documents comprising Technical and Financial Bid

- 2.12.1 The Bidder shall submit the Technical Bid & Financial Bid offline through Registered Post/Speed Post/Courier/By hand at DTE&T Odisha office address comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed; copy of trust deed and byelaws if Bidder is Trust/Society;
- (d) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 5 years from the Bid Due Date'

- (e) Bid Security of Rs. 10,00,000/- (Rupees Ten Lakhs only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank or in the form of Fixed Deposit Receipt
- (f) Demand Draft of Rs. 10000/- (Rupees Ten Thousand only) towards RFP Process Cost.
- (g) An undertaking from the person having Power of Attorney referred to in Sub.Clause-(b) above that they agree and abide by the Bidding Documents uploaded by DTE&T Odisha and amendments uploaded, if any.
- (h) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory and shall be part of the Operation and Maintenance Agreement.
- (i) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”).

Financial Bid

- (a) Appendix-IB (Letter comprising the Financial Bid) (*Appendix – IB shall be uploaded in a separate folder along with the financial quotation.*)

2.12.2 The Bidder shall submit the following documents along with the technical bid on or before the Bid Due Date:

- (a) Original Power of Attorney for signing the Bid as per format at Appendix-III;
- (b) Original Bid Security of Rs. 10,00,000/- (Rupees Ten Lakhs only) in the form of Fixed Deposit Receipt or Bank Guarantee in the format at Appendix-II from a Scheduled Bank;
- (c) Demand Draft of Rs.10000/- (Rupees Ten Thousand only) towards Cost of tender fee.
- (d) Integrity pact on plain paper shall be submitted by the Bidder with the Bid duly signed by authorized signatory & shall be part of the Operation and Maintenance Agreement;
- (e) An undertaking from the person having Power of Attorney referred to in Sub. Clause-(a) above that they agree and abide by the Bidding Documents uploaded by DTE&T Odisha and amendments uploaded, if any and Original Statement of Legal Capacity as per format at Annexure V to
- (f) Appendix IA.
- (g) Original of Experience certificates apostille at foreign origin, if any.
- (h) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder, along with the RFP Bid, duly signed by Authorised signatory and the same shall form part of the Operation and Maintenance Agreement.
- (i) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if

applicable (to be submitted by the “Bidder from a country which shares a land border with India”).

(j) Memorandum and Articles of Association of the Bidder

2.12.3 The documents listed at Clause 2.12.2 above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “***Bid for Selection of Operator for Operation and Maintenance of the*** ITI Patnagarh in Bolangir and ITI Athamalik in Angul, ***in the State of Odisha through Public Private Partnership (on Operate, Maintain and Transfer (OMT) basis***” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

2.12.4 The envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN OF:	Mr. Reghu, G (IAS)
DESIGNATION:	Director
ADDRESS:	Directorate of Technical Education & Training, Odisha Killa Maidan, Buxi Bazaar, Cuttack- 753001 Near-Melvin Jones Lions Eye Hospital
Phone No:	0671(2301061)
Fax No:	0671(2301961)
E-MAIL ADDRESS:	dtetodisha@gmail.com , dtetodisha.procurement@gmail.com pmu.dtet@gmail.com

2.12.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bidder (including all of its Consortium Members) failing to submit the original documents required as per Clause 2.12.2 above shall be liable to the rejection of their Bids and forfeiture of Bid Security.

2.12.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13 Bid Due Date

Technical & Financial Bid comprising of the documents listed at Clause 2.12.1 of the RFP shall be submitted offline through Registered Post/Speed Post/Courier/By Hand

only at DTE&T Odisha office address on or before 1700 hrs IST on 22.12.2023. Documents listed at Clause 2.12.2 of the RFP shall be submitted with Technical Bid on or before 1100 hours IST on the Bid Due Date at the address provided in Clause 2.12.4 above in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.12.4. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 of this RFP uniformly for all Bidders.

2.14 Late Bids

DTE&T Odisha shall not accept any Bid after the prescribed date and time at Clause 2.13 of this RFP. Bids submitted after the due date, shall not be considered and the Bids shall be summarily rejected.

2.15 Opening of Bids.

- 2.16.1 The date of opening of Technical Bids will be informed to the bidders through email at least 3 days in advance.
- 2.16.2 The Financial Bids will only be opened for the Technically Qualified bidders.

2.16 Rejection of Bids

- 2.17.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and/or 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 thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder Clause 2.17.1 of this RFP.
- 2.17.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by

any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

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

2.20 Performance Security

The selected Bidder, on or before signing the Operation & Maintenance Agreement, shall furnish to the Authority an irrevocable and unconditional Bank guarantee as a Performance Security in the form and manner, amount and period specified in draft Operation & Maintenance Agreement (the "**Performance Security**").

D. BID SECURITY

2.21 Bid Security

- 2.22.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India in favour of the DTE&T Odisha in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period of not less than 225 (Two hundred Twenty Five) days from the Bid Due Date inclusive of a claim period of 45 (Forty Five) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. 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.
- 2.22.2 Bid Security can also be in the form of a Fixed Deposit Receipt issued by a Scheduled Bank in India, drawn in favour of the DTE&T Odisha. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.22.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.22.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 225 (two hundred and twenty five) days from the Bid Due Date.
- 2.22.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Operator signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Operation and Maintenance Agreement.
- 2.22.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.7 of this RFP. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Operation and Maintenance Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.21.7 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In the case of Selected Bidder, if it fails within the specified time limit –
 - i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Operation and Maintenance Agreement; or
 - iii) to furnish the Performance Security within the period prescribed in the Operation and Maintenance Agreement; or
 - iv) If a Bidder fails to provide any clarification or explanation as may be sought by the Authority from such Bidder within the time specified for the same; or
If a Bidder makes a misrepresentation as to any facts or figures regarding its Bid or during the Bidding Process in order to get the LOA/ Concession
- e) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP
- f) In case the Selected Bidder, having signed the Operation and Maintenance Agreement, commits any breach thereof prior to furnishing the Performance Security.

SECTION-3- EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Pre Qualification Stage - Opening and Evaluation of Technical Bids

- 3.1.1 The Authority shall open the Technical Bids received offline on the schedule date and time which will be communicated to the bidders through email, at the place specified in Clause 2.12.4 above and in the presence of the Bidders who choose to attend.
- 3.1.2 Bid documents of only those Bidders shall be opened whose documents listed at Clause 2.12.2 of this RFP have been physically received with their technical bids;
- 3.1.3 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.15.3 of this RFP shall not be opened;
- 3.1.4 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 2 and 3.
- 3.1.5 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid within a prescribed time period.
- 3.1.6 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given;
- 3.1.7 Any information contained in the Bid submitted shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information;
- 3.1.8 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from consideration of eligibility and qualification of the Bidder.
- 3.1.9 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience score, and may also, while computing the aggregate Experience score of the Bidder, make a further deduction equivalent to the claim rejected hereunder Clause 3.1.9 of this RFP. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the applicable provisions of this RFP.
- 3.1.10 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.2 Tests of responsiveness

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
- (a) Technical Bid is received offline within the due date and time as per the format at Appendix-IA including Annexure I to V;
 - (b) Documents listed at Clause 2.12.2 above are received within the technical bids;
 - (c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7 above;
 - (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8 above;
 - (e) Technical Bid contain all the information (complete in all respects);
 - (f) Technical Bid does not contain any condition or qualification or reservation;
 - (g) It contains information in formats same as those specified in this RFP;
 - (h) It contains certificates from its statutory auditors in the formats specified in this RFP
 - (i) Technical Bid is accompanied by the Tender Cost/Bid Processing Fee as specified in Clause 2.1.6 here above
 - (j) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Pre Qualification Criteria for Evaluation

- 3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 and 3.2 shall qualify for evaluation under this Section 3.4. Bids of firms who do not meet these criteria shall be rejected and will not be evaluated further.
- 3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Financial Capacity; and
 - (b) Technical Capacity

3.4 Technical Capacity for purposes of evaluation

- 3.4.1 For evaluating the Financial and Technical capacity of Bid in accordance of clause 3.3.2 the Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). Marking criteria on which the scores will be allotted will be as following:

Technical Evaluation Matrix

Sl.No	Criteria	Max. Marks	
1	Technical Capacity[#]		
1a [*]	<p>Successfully managing and operating at least one AICTE-approved Pvt. Engineering Colleges or at least one Pvt. Polytechnics or at least two NCVT- affiliated Pvt. ITIs or recognized production-cum-Training Centre of national Repute running industry demand driven during last five years.</p> <p>Equal to 02 ITIs / 01 Polytechnic / 01 Engineering College / 01 Production-cum-Training Centre- 20 Marks. For every additional one- 05 Marks</p>	30	100
1b [*]	<p>Have experience of operating and maintaining at least 02 NCVT affiliated ITI or at least 01 AICTE approved Polytechnic or at least 01 AICTE approved Engineering College / institute or recognized Production-cum Training Centre of National Repute running industry demand driven courses & having at least 4 (<i>Four</i>) of engineering trades /courses had a minimum annual intake capacity of total 800 seats (in the case of multiple number of institutes/centres).</p> <p>Equal or above 800 seats but less than 850 seats-15 Marks For every additional 100 seats above 800 seats- 05 Marks each.</p>	30	
1c [*]	<p>Have experience of operating and maintaining the above category institute (S) with KPIs as below:</p> <p>a) 90-100 % enrollment against approved annual intake-10 Marks, 80 to 89%- 07 Marks, <80%-0 Marks, 50-79 % enrollment against approved annual intake-04 Marks, < 50% -00 Marks.</p> <p>b) >= 30% of enrolled students are girls -10 Marks , 20 to 30% of enrolled student girls- 03 Marks, 10 to 20% of enrolled student girls- 03 Marks, <10% of enrolled student girls- 00 Marks</p>	20	
1c [#]	<p>Technical Presentation</p> <ul style="list-style-type: none"> • Detailed Project implementation plan with schedule-05 marks • Projected business plan- 03 Marks • Student Mobilization strategy (including Girls enrolment and SC, ST, OBC and other disadvantage group)-05 marks • Industry Collaboration & partnership for placement of students -05 marks • Envisage social impact- 02 marks 	20	
	TOTAL EXPERIENCE SCORE		100

Table 3.1

- (a) For avoidance of doubt, it is clarified that, the Bidders are not allowed to use the experience of its/their Associates, for fulfilling the Financial Capacity and Technical Capacity as provided in this Table 3.1 of Clause 3.4.1
- (b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed;

3.4.2 The Bidders shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 3.4.2 (i). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all free 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, profits on fair value measurement. Further, Statutory auditors shall all ensure and certify that any disputed receivables, advances, other assets need to be excluded for Net Worth computation. Provided that in cases where the legal structure of the Applicant does not enable Net Worth to be determined in accordance with definition as set out above, then instead of Net Worth, a proxy of Net Worth being represented by Corpus Fund plus General Fund will be used.

Net worth = Corpus Fund + General Fund

- (ii) Certificate(s) from its statutory auditors specifying the Average Annual Turnover of the Bidder, for past 5 (five) financial years preceding the Bid Due Date.

3.4.3 Bidder shall score atleast **70 marks** as Total Experience Score for qualifying as Technically Responsive.

3.4.4 Only Bidders who meets the eligibility criteria under Clause 2.2.2, 3.2, 3.4.1 and 3.4.3 qualify as Pre Qualified bidders and would be eligible for Financial Evaluation as per Clause 3.7.

3.5 Details of Experience

3.5.1 The Bidders should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

- 3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- 3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

3.6 Financial information for purposes of evaluation

- 3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 3.4.2 above, and provide details as per format at Annex-III of Appendix-IA.
- 3.6.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder in the form as provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.7 Opening and Evaluation of Financial Bids

Only those Bidders who meet the Pre-Qualification Criteria specified in Clause 3.4.3 shall qualify for evaluation under Clause 3.7. Bids that do not meet the Pre-Qualification Criteria shall be rejected.

The Authority shall inform the venue and time of opening of the Financial Bids to the Pre-qualified Bidders through e- mail. The Authority shall open the Financial Bids of technically qualified bidders on the date and time to be informed in this Clause in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall prepare a record of opening of Financial Bids and shall publicly announce the quoted amount of operational expense for each of the technically responsive Bidder.

3.8 Selection of Bidder

- 3.8.1 Subject to the provisions of Clause 2.17.1 above, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 above and who quotes lowest operational expense per seat per annum to the Authority for respective ITI, in accordance with Appendix-IB shall be declared as the selected Bidder (the “Selected Bidder”) for

that ITI. For avoidance of doubt, in event of the Bidder submitting bids for both the ITIs and emerge as Preferred Bidder for one ITI, then that bidder will be considered as Selected Bidder for the ITI for which he emerges as Preferred Bidder. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bid hereunder Clause 3.8 of this RFP.

- 3.8.2 In the event that two or more Bidders quote the same lowest operational expense per seat per annum, as the case may be (the "Tie Bidders"), the Authority shall identify the Selected Bidder on the basis of highest Technical score obtained among the Tie Bidders. In the event Technical score of the Tie Bidders are also same, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.8.3 In the event that the Highest Bidder withdraws or is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder Clause 3.8 of this RFP.
- 3.8.4 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority 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, in acknowledgement is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and forfeit its Bid Security.
- 3.8.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Operator to execute the Operation and Maintenance Agreement within the period prescribed in Clause 1.3 above. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Operation and Maintenance Agreement.

3.9 Contacts during Bid Evaluation

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

3.10 Correspondence with Bidder

- 3.10.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.
- 3.10.2 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.10.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4-FRAUD AND CORRUPT PRACTICES

4.1 Fraud and Corrupt Practices

- 4.1.1 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 Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Operation and Maintenance Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Operation and Maintenance Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Operation and Maintenance Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any

manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Operation and Maintenance Agreement or arising there from, 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Operation and Maintenance Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Operation and Maintenance Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

SECTION-5-PRE-BID CONFERENCE

5.1 Pre-bid Conference

- 5.1.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall 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.
- 5.1.3 Bidders may send their queries for the pre-bid meeting before the date and time mentioned in the Clause 1.3, as per the format given below:

SN	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1			
2			
3			
4			

SECTION-6-MISCELLANEOUS

6.1 Miscellaneous

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [to be inserted] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) 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.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder this RFP, 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.

APPENDICES

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.5, 2.12 and 3.2 of this RFP)

To,
The Director
Directorate of Technical Education and Training, Odisha
Killa Maidan, Post Office: Baxi Bazaar,
Cuttack, Odisha]

Sub: Bid for Selection of Training Partner for Operation and Maintenance of ITI at Patnagarh in Bolangir and Athamalik in Angul of Odisha

Dear Sir,

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

7. I/ We declare that

- a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(d) of the RFP document; and
 - 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 4.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, 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.
 - e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
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 Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.
9. I/ We believe that we satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
10. I/ We declare that we are submitting only one Bid for this Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/Partners/Trustee 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 form part of the RFP at Appendix-VI thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
- (a) The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid, as per format provided at Appendix III of the RFP, are also enclosed.
- (b) I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3 of the RFP document.
16. I/We further certify that we or any of our Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project (EOT or otherwise), and no bar subsists as on date of Bid.
17. I/We acknowledge and agree that in the event of a change in control Bidder, Selected Bidder or Operator as the case may be whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Operator under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Operation and Maintenance Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Operation and Maintenance Agreement, be deemed a breach thereof, and the Operation and Maintenance Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into Operation and Maintenance 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 and modifications in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the Operation and Maintenance Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Operation & Maintenance Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/We offer a Bid Security of Rs. 10,00,000/- (Rupees Ten Lakhs only) to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
24. The documents accompanying the Technical Bid, as specified in Clause 2.12.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
26. The **operational expense per seat per annum** has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation and Maintenance Agreement, our own estimates of costs and market demand and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

28. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words) and Average annual turnover is Rs..... (Rs. in words).

29. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix IA

**Annex-I
Details of Bidder**

- (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 Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

Appendix IA
Annex-I

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 (OMT 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?		

5. A statement by the Bidder 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): Refer. Clause : 2.1.17 of Section 2 of this RFP:

S. No.	Criteria	1st last year	2nd last year	3rd last year
1.	If Bidder has either failed to perform for works of on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or has been expelled / terminated by Central/ State Government, or any entity controlled by it for breach by such Bidder, along-with updated details of ongoing process of litigation / blacklisting.			

Annex-II
Technical Capacity of the Bidder®
(Refer to Clauses 2.2.2, 3.2 and 3.4 of the RFP)

FOR SINGLE ENTITY

I	Have experience of operating and maintaining ITI or Polytechnic college or Engineering college/institute				
Sl.No	Project name	Project /Contract Duration		Owner/Contract	Project Capacity
II	Have experience of operating and maintaining ITI or Polytechnic college or Engineering college/institute with minimum 4 engineering trades				
Sl.No	Project name	Project /Contract Duration	Trades	Owner/Contract	Total Seats
III	Currently operating ITI or Polytechnic college or Engineering college/institute with minimum 4 engineering trades				
Sl.No	Project name	Project Duration		Shareholding	Project Capacity

Note:

- i Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 3.4.1 (a) above.
- ii Add more rows if necessary.
- iii Project Completion Certificate from the client (for the completed projects) along with the copy of contract agreement must be submitted by the bidders as a proof of technical capacity.
- iv Performance Certificate from the client (for the ongoing projects) along with the copy of contract agreement must be submitted by the bidders as a proof of technical capacity.

Annex-III
Financial Capacity of the Bidder
(Refer to Clauses 2.2., 3.3 and 3.4 of the RFP)

(In Rs. Lacs)

Name of bidder	Annual Turnover					Net Worth ^e
	FY 2022-23	FY 2021- 22	FY 2020-21	FY 2019 - 20	FY 2018-19	FY 2022 - 23
(1)	(2)	(3)	(4)	(5)	(6)	(7)
TOTAL						

Balance Sheet

in (Rs. Lacs)

S.No.	In Rupee, at the end of concerned Financial Year	FY[2021-22]
	Paid up Equity (A)	
	Contributions (B)	
	Reserves (C)	
	Revaluation Reserves (D)	
	Miscellaneous Expenditure not written off (E)	
	Accrued Liabilities (F)	
	<u>Net Worth = (A+B+C-D-E-F)</u>	

Name of the audit firm:

(Signature, name and designation of the

Seal of the audit firm

authorized Signatory)

Date:

Note: This information should be extracted from the Annual Financial Statement/Balance Sheet which should be enclosed, and the response sheet shall be certified by the Statutory Auditor of the Bidder.

Instructions:

- The 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 Bidder;
 - (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 shall mean aggregate value of the paid-up share capital* and all Free 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, profits on fair value measurement. Further, Statutory auditors shall all ensure and certify that any disputed receivables, advances, other assets need to be excluded for Net Worth computation.
- 3. Provided that in cases where the legal structure of the Applicant does not enable Net Worth to be determined in accordance with definition as set out above, then instead of Net Worth, a proxy of Net Worth being represented by Corpus Fund plus General Fund will be used.
$$\text{Networth} = \text{Corpus Fund} + \text{General Fund}$$
- 4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
- 5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
- 6. The Bidder shall provide an Auditor's Certificate specifying the net worth and Average annual turnover (if applicable) of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 3.4.2 of the RFP document.

Annex-IV
Details of Eligible Projects

Item	Particulars
Title & nature of the project	
Project Authority	
Contact Details of Authority	
Location	
Project Details	
Project Capacity	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.

Annex-V
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
The Director,
Directorate of Technical Education and Training, Odisha
Killa Maidan, Post Office: Baxi Bazaar,
Cuttack, Odisha]

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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Annexure VI
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1 of this RFP document)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi
Dated 13th July, 2001.

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 authority 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 authority 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

Annexure VII
PROJECT BRIEF

APPENDIX IB

Letter comprising the Financial Bid
(Refer Clauses 2.1.5, 2.12.1 and 3.2 of this RFP document)

(NOT TO BE SUBMITTED IN THE TECHNICAL Bid)

To,

Dated:

The Director

Directorate Of Technical Education And Training
Killa Maidan, Post Office: Baxi Bazaar,
Cuttack, Odisha

SUB: BID FOR SELECTION OF TRAINING PARTNER FOR OPERATION AND MAINTENANCE OF ITI AT PATNAGARH, BOLANGIR; ATHAMALIK, ANGUL, ODISHA ON PPP –OMT MODE.

Dear Sir,

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 Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid are 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.
2. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation and Maintenance Agreement and its Schedules, our own estimates of market demand and costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Operation and Maintenance 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.

5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

6. I/ We hereby submit our Bid and offer as followings:

Sl. no	Location of the ITI	Operational expense per seat per annum (in INR)	Operational expense per seat per annum (in INR) in words
1	Patnagarh in Bolangir		
2	Athamalik in Angul		

Yours faithfully,

Date: (Signature, name and designation of the

Place: Authorised Signatory)

Name & seal of Bidder/Lead Member:.....

Class III DSC ID of Authorised Signatory :

APPENDIX II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.6 and 2.21.1 of this RFP document)

B.G. No.

Dated:

1. In consideration of you, [.....], having its office at [.....], (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 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 selection of training partner for operation and maintenance of ITI at Patnagarh in Bolangir/Athamalik in Angul, odisha on OMT basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ----- issued in respect of the Project and other related documents including without limitation the draft Operation and Maintenance 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 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs.10,00,000.00** (Rupees **Ten 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 fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by

reason of failure of the Bidder to fulfill 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. 10,00,000.00 (Rupees Ten Lakhs only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 225 (two hundred and twenty five) days from the Bid Due Date inclusive of a claim period of 45 (Forty-Five) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given

to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder Appendix II 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 who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder Appendix II, 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 Authority 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.10,00,000.00 (Rupees Ten Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 225 days after the Bid Due Date).
14. This guarantee shall also be operatable at our _____ branch at [...], from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder Appendix II claimed, the said branch shall accept such

invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by

Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.9 of this RFP document)

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

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

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

For

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarised
Notarised

Person identified by me/personally appeared before
me /signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary

Registration Number of the Notary

Date

Accepted

(Signature, name, designation 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 IV

Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

The

[]

[]

Sub: BID for Development, Operation and Maintenance of the [Project] at _____ in the State of Odisha (the “Project”) through Public Private Partnership (the “PPP”) on Operate, Maintain and Transfer (the “OMT”) basis

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Yours faithfully,

Place:

Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Notes:

{ Where applicable, evidence of valid registration by the Competent Authority shall be attached }

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

APPENDIX B5A

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020


Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order 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.

3. 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.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*



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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means



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- 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; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), 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 the 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;
- (ii) 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;
- (iii) 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;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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 Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

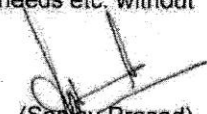
14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.



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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]



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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. 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 Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order 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; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, 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;



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- 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful 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 Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

[Signature]

[Signature]

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works Involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

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3. 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.



(Sanjay Prasad)

Joint Secretary (PPD)

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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
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