



**GOVERNMENT OF GUJARAT**

**Request for Qualification cum Request for Proposal**

**(RFQ cum RFP)**

**UPGRADATION AND MAINTENANCE OF 225 GOVERNMENT INDUSTRIAL TRAINING  
INSTITUTES (ITI) AT VARIOUS LOCATIONS IN GUJARAT UNDER SWISS CHALLENGE ROUTE  
ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS**



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### DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (hereinafter referred to as “**RFQ cum 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 their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFQ cum RFP (the "**Bid**"). This RFQ cum RFP is for a non-revenue generating Project. This RFQ cum 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 RFQ cum 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 RFQ cum RFP. The assumptions, assessments, statements and information contained in this RFQ cum RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way in this Bid Stage.

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 RFQ cum 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 RFQ cum RFP.

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The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## GLOSSARY

Associate	As defined in Clause 2.1.14
Authority	As defined in PREAMBLE
Bid (s)	As defined in Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.3
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause PREAMBLE
Conflict of Interest	As defined in Clause 2.2.1
Estimated Project Cost	As defined in Clause 1.1.5
Financial Capacity	As defined in Clause 2.2.2 (B)
Government/GOG	Government of Gujarat
Most Suitable Bidder	As defined in Clause 3.8.1
LOA	Letter of Award
O&M	Operation and Maintenance
Project	As defined in Clause PREAMBLE
PPP	Public Private Partnership
Re. or Rs. or INR	Indian Rupee
RFQ cum RFP or Request for Qualification cum Request for Proposals	As defined in Disclaimer
Selected Bidder	As defined in Clause PREAMBLE
Technical Capacity	As defined in Clause 2.2.2 (A)

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

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**Gujarat Infrastructure Development Board**

GOVERNMENT OF GUJARAT

**NOTICE INVITING COMPARATIVE BIDS**

**Invitation for Bids for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis**

Gujarat Infrastructure Development Board, Government of Gujarat having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar, Gujarat invites comparative bids from interested Bidders for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

Under the Swiss Challenge method of procurement as recognised by Government of India, a candidate makes a proposal for a project, which the government puts before the public to seek comparative proposals. Once these are received, the original candidate is allowed to match the best bid. This method has been used by Karnataka, Andhra Pradesh, Rajasthan, Madhya Pradesh, Bihar, Punjab and Gujarat for various infrastructure projects.

The RFQ cum RFP document will be available for above project from 10<sup>th</sup> June, 2021 to 30<sup>th</sup> June, 2021 up to 17:00 Hrs. on website <https://nprocure.com>.

The Last date of online submission of Enhanced Offer bids is 30<sup>th</sup> June, 2021 up to 17:00 hrs.

For further particulars please visit above website or contact this office during office hours. If any of the dates mentioned above is declared a public holiday, the deadline will be the next working day. The Government reserves rights to accept or reject any or all bid documents without giving any reasons thereof.

**Ashwini Kumar, IAS**

**Chief Executive Officer,**

Gujarat Infrastructure Development Board,  
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,  
Gandhinagar, Gujarat – 382 017

## PREAMBLE

### (Comparative Bidding)

1. Labour & Employment Department, Government of Gujarat (hereafter referred as the “**Concessions Authority**” or “**Authority**”) has received a proposal (the “**Original Project Proponent**”) for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat (the “**Project**” or “**Original Project Proposal**”) under Swiss Challenge Route on Public Private Partnership (PPP) basis i.e. Comparative Bidding Route. The proposed investment in terms of Grant by the Original Project Proponent is estimated to be Rs. 6,120/- crores. The total Concession period of proposed Project is 05 (five) years from the date of signing of Concession Agreement including up-gradation period of 01 (one) year. The Capacity Building/ Training of all the ITIs staffs shall be carried out throughout the Concession Period by the Bidder. The Project is a non-revenue generating Project.
2. Labour & Employment Department, Government of Gujarat through its Project Steering Committee has considered the Project proposal of the Original Project Proponent from technical, and financial aspects and modified the same in consultation with the Original Project Proponent and published Government Resolution (GR) dated 25<sup>th</sup> March 2021 bearing Number TLM/122021/15422/R-2 and adopted the Project proposal as basis for selecting a person with whom the Concession Agreement for undertaking the Project.
3. Gujarat Infrastructure Development Board, Government of Gujarat (the “**Project Facilitator**”) has determined the technical and financial parameters of the Project as specified in clause 2.2 of this RFP. Based on the determined technical parameters, the Request for Qualification cum Request for proposal (RFP) document shall be issued to interested Bidders for submitting their pre-qualification bids in compliance with the technical parameters as determined by the Gujarat Infrastructure Development Board, Government of Gujarat and competitive Approach & Methodology and Enhanced Offer Bids. The Project Facilitator will evaluate each of the bidder's credential for its Technical and Financial Capacity based on technical and financial parameters as specified in clause 2.2 of this RFP. The Bidders meeting the qualifying criteria will be considered for opening of Approach & Methodology and Enhanced Offer Bid. If any Bidder offers an Enhanced Offer Bid which is superior to the proposal of the Original Proponent, the Original Proponent will have the first right of refusal i.e. the Original Proponent will have the right to match best Enhanced Offer Bid and if the Original Proponent agrees to match the best proposal, he will be awarded the project otherwise the project will be awarded to the bidder who have offered the best bid; the process is popularly known as “**Swiss challenge Route**”.
4. The Project Steering Committee shall consider the Approach & Methodology and Enhanced Offer Bid (the “**Bid**”) of only those qualified bidders whose pre-qualification bids fulfils the requirement as per the RFQ cum RFP document.



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5. After opening of Enhanced Offer Bids of the qualified bidders if the Project Facilitator receives a counter Enhanced Offer Bid from any other qualified Bidder which is found to be more competitive than that of the Original Project Proponent (hereafter referred to as the “**Selected Bidder**”) the proposal of the Selected Bidder shall be compared with the proposal of Original Project Proponent. The Original Project Proponent shall be given an opportunity to make his Enhanced Offer Bid competitive with that of the Selected Bidder (who has submitted the counter proposal) within a period of 30 (thirty) days from the date on which Original Project Proponent has been given the opportunity to do so.
6. If the Original Project Proponent fails to do so, then the Selected Bidder (who has submitted the counter proposal) shall be selected as the Concessionaire. The cost for the preparation of the project proposal incurred by the Original Project Proponent shall be reimbursed by the Concessionaire (who has submitted the counter proposal) as determined affront and declared in the RFQ cum RFP document. The project proposal submitted by the Original Project Proponent shall be the property of the Labour & Employment Department, Government of Gujarat.
7. In case of no bids received in response to the Notice for inviting Bids, or no Bidder has been qualified, or no Bidder has submitted the Bid in response to the RFQ cum RFP document, Labour & Employment Department, Government of Gujarat shall enter into a Concession Agreement with the Original Project Proponent (the “**Concessionaire**”).

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## 1. INTRODUCTION

### 1.1. Background

1.1.1. The brief details of the Project are as follows:

Name of the Project	Location of ITI	Indicative Project Cost	Operation & Maintenance period	Capacity Building/ Training of all the ITI staff's
Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis	225 Government ITIs	Rs.6,120 Crores	5 Years including up-gradation of 1 year	3 Years

1.1.2. The Authority intends to pre-qualify suitable Bidders (the "Bidders") who will be eligible for participation in the opening of Approach & Methodology and Enhanced Offer Bid, for awarding the Project through an open comparative bidding process in accordance with the procedure set out herein.

1.1.3. The Selected Bidder, who is either a company incorporated under the Companies Act 1956/ 2013 or undertakes to incorporate itself as such prior to execution of the concession agreement, shall be responsible for financing, upgradation, operation and maintenance of this Project under and in accordance with the Concession Agreement to be entered into between the Concessionaire and the Authority.

1.1.4. The scope of work will broadly include up-gradation of Industrial Training Institutes (ITIs) and the operation and maintenance thereof as mentioned in Annexure 1.

1.1.5. The indicative total cost of the Project (the "**Total Project Cost**") is as mentioned in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.6. The Selected Bidder at the end of the Bidding process may be awarded a Concession by the Authority to implement the Project. The Concessionaire (The Selected Bidder, in case the Concession is awarded to it) shall be responsible for the design, financing, up-gradation, operation and maintenance and Capacity Building for the Project under the Concession Agreement to be executed by the Concessionaire and the Concessioneering Authority.

1.1.7. The Authority shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum 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 for submission of Bids.

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1.1.8. This RFQ cum RFP document can be obtained from the website <https://nprocure.com> from 10<sup>th</sup> June, 2021 to 30<sup>th</sup> June, 2021 (up to 15:00 Hrs. IST) on payment of RFQ cum RFP document fee of Rs. 5,000/- (Rupees Five Thousand only) (non-refundable) in form of demand draft in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar**. The demand draft towards cost of RFQ cum RFP shall be submitted along with the Pre-Qualification Bid. The Pre-Qualification Bids not accompanied by RFQ cum RFP document fee shall be rejected outright as non-responsive. The RFQ cum RFP document fee is non-refundable.

## **1.2. Brief Description of Bidding Process**

1.2.1 The Authority intends to follow a one stage tendering process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The pre-qualification of the Bidder will be first examined based on the details submitted under first envelop (Pre-qualification Bid) with respect to pre-qualifications criteria prescribed in this RFQ cum RFP. The Approach & Methodology will be submitted under the second envelop and the Enhanced Offer Bid shall be submitted online through NPROCURE and shall be opened of only those Bidders whose pre-qualification Bids are responsive to pre-qualifications requirements as per this RFQ cum RFP.

1.2.2 During the pre-qualification step, the Bidders would be required to furnish the information specified in this RFQ cum RFP. The Bidders are, therefore, advised to visit the Project ITI sites and familiarize themselves with the Project.

1.2.3 In the bid step, the Approach & Methodology and the Enhanced Offer Bid of the pre-qualified Bidders will be opened, in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids.

1.2.4 A Bidder will be required to deposit, along with its Bid, a bid security equivalent to Rs.10,00,000/- (Rupees Ten Lakhs Only) (the “**Bid Security**”). The Bidders shall provide Bid Security in form of demand draft in favour of Gujarat Infrastructure Development Board payable at Gandhinagar. The validity period of Bid Security shall not be less than 90 (ninety) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 Bids will be invited for the Project on the basis of the Enhanced Offer Bid proposed by a Bidder for implementing the Project. The concession period shall be pre-determined, and will be as indicated in the draft Concession Agreement forming part of the Bidding Documents. The Enhanced Offer amount shall constitute the sole criteria for evaluation of Bids.

1.2.6 The Bidders shall be ranked on the basis of the Enhanced Offer quoted by the Bidders for implementing the Project. The Authority will consider the Enhanced Offer if one or more than one of the mentioned 3 (three) parameters as specified in Clause 3.8.1 are better than the offer

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provided by the bidder, while the remaining parameters must be at least equivalent to the current proposal.

1.2.7 The Original Project Proponent shall be given an opportunity to make his Enhanced Offer competitive with that of the Selected Bidder (who has submitted the Enhanced Offer as specified in Clause 3.8.1) within a period of 30 (thirty) days from the date on which he has been given the opportunity to do so under Swiss Challenge Route on Public Private Partnership (PPP) basis.

1.2.8 The Concessionaire to be established by the Selected Bidder for the purposes of the Project) is expected to complete the implementation of the Project in phases as mentioned in Annexure 1. The implementation of the Project in the phased manner shall be completed by the Selected Bidder within the specified period as defined in the Concession Agreement, which will be provided at the later stage.

1.2.9 Further and other details of the process to be followed at the bid step and the terms thereof are spelt out in this RFQ cum RFP.

1.2.10 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated. All the envelopes/ communication shall clearly bear the following identification/ title:

**“RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis”.**

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### 1.3. Schedule of the bidding process

Sr. No	Event	Period	Date	Time	Venue
1	Floating of RFQ cum RFP	(T)	10 <sup>th</sup> June, 2021	11:00 hrs	Through website and NProcure.
2	Last Date of Receiving Queries (RFQ cum RFP)	T + 05 Days	15 <sup>th</sup> June, 2021	17:00 hrs	Through e-mail with covering letter and queries in Excel format as per Appendix 11 to <b>sbuch@gidb.org</b>
3	Pre bid meeting of the Bidders	T+6 Days	16 <sup>th</sup> June, 2021	15:00 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017.
4	Last Date for submission of Bids				
	(A) Submission of Enhanced Offer Bid (online)	T +21 Days	30 <sup>th</sup> June, 2021	17:00 hrs	<b>Enhanced Offer Bid Submission</b> online submission through <a href="https://nprocure.com">https://nprocure.com</a> [Tender ID –]
	(B) Submission of Pre-qualification and Approach & Methodology (offline)	T + 22 Days	01 <sup>st</sup> July, 2021	17:00 hrs	<b>Pre-qualification Bid &amp; Approach &amp; Methodology Submission</b> As per Clause 2.12
6	Opening of Pre-qualification Bids	T + 23 Days	02 <sup>nd</sup> July, 2021	11:30 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017.
7	Declaration of Pre-qualification Result	T + 26 Days	05 <sup>th</sup> July, 2021	11:30 hrs	Through e-mail.
8	Opening of Approach & Methodology	T + 27 Days	06 <sup>th</sup> July, 2021	13:00 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017.
	Opening of Enhanced Offer Bids (Online)	T + 27 Days	06 <sup>th</sup> July, 2021	13:00 hrs	
9	Proposal Evaluation Result	T + 29 Days	08 <sup>th</sup> July, 2021	11:30 hrs	Through e-mail.
10	Issue of Letter of Award (LoA)	T + 30 Days	09 <sup>th</sup> July, 2021	11:30 hrs	Through e-mail.

## **2. INSTRUCTION TO THE BIDDERS**

### **A. General**

#### **2.1 General Terms of Bidding**

- 2.1.1 No Bidder shall submit more than one Bid for the Project.
- 2.1.2 An international Bidder bidding individually shall ensure that Power of Attorney is legalised/ apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.
- 2.1.3 The Bidders 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.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the Concession Agreement which will be provided at the later stage shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix 6, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.6 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.8 The documents including this RFQ cum 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 2.1.8 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.
- 2.1.9 This RFQ cum RFP is prepared for a non-revenue generating project.
- 2.1.10 This RFQ cum RFP is not transferable.

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

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

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

The Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.14 In computing the pre-qualification criteria of the Bidder under Clauses 2.2.2 and 3.4, the technical capacity and annual turnover of their respective Associates would also be eligible hereunder.

For purposes of this RFQ cum 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.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

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

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder must apply to the Bidder or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFQ cum RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

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2.1.16 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 25% (twenty-five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons resident outside India or where an Bidder is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty-five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder;

then the pre-qualification of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

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

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

2.1.17 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

## **2.2 Pre-Qualification Requirement of the Bidder**

2.2.1 For determining the pre-qualification of Bidder, the following shall apply:

- (a) The Bidder shall be a single entity.
- (b) Consortium/Joint Venture of the Bidders are not allowed.
- (c) The Bidder may be a natural person, private entity.



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- (d) The Bidder shall have at least 500 Employees.
- (e) The Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, the Bidder may be considered to have a conflict of interest with one or more parties in this Bid Process, if:
  - (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; or
  - (ii) A constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
  - (iv) Such Bidder has the same legal representative for purpose of this Bid as any other Bidder; or
  - (v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
  - (vi) Such Bidder has participated as a consultant to the Authority in the preparation of the design or technical specifications or feasibility report of the project.
- (f) The Bidder shall be liable to disqualification if the legal, financial or technical advisors of the Authority in relation to the projects are engaged by the Bidder in any manner for matters related to or incidental to such project.

2.2.2 To be eligible for this RFQ cum RFP, a Bidder shall fulfil the following pre-qualification conditions:

**(A.) Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 3 (three) financial years preceding the Bid Due Date, have experience in development, upgradation and maintenance of at least 10 Industrial Training Institutes (ITIs) in India.

Necessary completion certificates/ work orders/ certificate from statutory auditor on project completion has to be submitted along with Bid.

**(B.) Financial Capacity:** For demonstrating financial capacity (the “**Financial Capacity**”), the Bidder shall have average annual turnover of Rs.1000 core for previous three audited financial years.

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### **2.3 Cost of Bidding**

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. In the event of any contradiction between the details furnished in this RFQ cum RFP and the same obtained through Bidders' own means, the data provided in RFQ cum RFP will prevail.

### **2.4 Bid Processing Fees**

The Bidders would be required to pay Rs. 25.000/- (Rupees Twenty-Five Thousands only) as bid processing fees in the form of demand draft in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar**. The demand draft must be submitted along with the Technical Bid. Technical Bids not accompanied by bid processing fees shall be rejected outright as non-responsive. The bid processing fees is non-refundable.

### **2.5 Site Visit and Verification of Information**

2.5.1 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 and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

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

- (a) made a complete and careful examination of the Bidding Documents (including the Proposal of Original Proponent);
- (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 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 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 thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of

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profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

(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.

2.5.3 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 RFQ cum RFP the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5.4 The Bidder shall continue to be responsible for all claims and declarations made under its Bid for the entire Bidding Process and if selected under the Bid Process as Successful Bidder, throughout the Concession Period.

## **2.6 Verification and Disqualification**

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

2.6.2 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 Most Beneficial Bidder gets disqualified / rejected, then the Authority reserves the right to invite a Bidder amongst the qualified Bidders in order of their rank of their Financial Proposals. In case it is found during the evaluation or at any time before signing of the Concession 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 pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Project Entrepreneur has already been issued the LOA or has

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entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

## B. DOCUMENTS

### 2.7 Contents of the RFQ cum RFP

2.7.1 This RFQ cum RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

<b>Request for Qualification cum Request for Proposal Document</b>	
Disclaimer	
Glossary	
Notice Inviting Bids	
Preamble	
Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Miscellaneous
Appendix	
Appendix 1	Letter for Bid
Appendix 2	Details of Bidder
Appendix 3	Statement of Legal Capacity
Appendix 4	Format for Declaration of Bankruptcy/ Insolvency
Appendix 5	Format for Declaration of Blacklisting by any Government/ Public Sector Organization
Appendix 6	Format for Power of Attorney for signing of Bid
Appendix 7	Technical Capacity of the Bidder
Appendix 8	Details of Eligible Projects
Appendix 9	Financial Capacity of the Bidder
Appendix 10	Approach & Methodology for the Project
Appendix 11	Format for Query (s) Submission
Appendix 12	Letter for Enhanced Offer Bid
Appendix 12 A	Bill of Material
Appendix 13	Checklist for Submission
Appendix 14	Draft Concession Agreement
Annexure	
Annexure 1	Project Scope of Work
Annexure 2	Upgradation of 225 Government ITIs in Gujarat

## **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. 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 fax or e-mail. Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2 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.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.9 Amendment of RFQ cum RFP**

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of Addenda.
- 2.9.2 Any Addendum thus issued will be sent in writing to all the Bidders.
- 2.9.3 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 after considering the time required by Bidders to address such amendment.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Format and Signing of Bids**

- 2.10.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

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2.10.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. 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 Sealing and Marking of Bids**

2.11.1 The Bidder shall submit the Technical Bid in the format specified at Appendix 1 to 11, Appendix 14 and Checklist for Submission in the format of Appendix 13 along with the required documents and checklist and seal it in an envelope and mark the envelope as “**RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis**”

2.11.2 The Bid shall comprise a single package containing two envelopes. The one envelope shall contain separately the technical bid along with the required documents and checklist. The second bid envelope shall contain the Approach & Methodology for the proposed development in the format specified in Appendix 10.

2.11.3 The envelope shall be marked as “**ENVELOPE A – PRE-QUALIFICATION BID**” and “**ENVELOPE B - TECHNICAL BID**” in bold and legible letters to avoid confusion;

2.11.4 Each envelop shall contain the following:

### **Envelope A – Pre-qualification Bid**

- (a) Letter Comprising Pre-Qualification Bid in the format of Appendix 1;
- (b) RFQ cum RFP Document Fees in form of demand draft of Rs. 5,000/- (Rupees Five Thousand only) (non-refundable) in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar;**
- (c) Bid Processing Fees in form of demand draft of Rs. 25.000/- (Rupees Twenty-Five Thousands only) in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar;**
- (d) Bid Security in form of demand draft of Rs.10,00,000/- (Rupees Ten Lakhs only) in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar;**
- (e) Details of Bidder in the format of Appendix 2;
- (f) Statement of Legal Capacity in the format of Appendix 3;
- (g) Declaration of Bankruptcy/ Insolvency in the format of Appendix 4;
- (h) Declaration of Blacklisting by any Government/ Public Sector Organization in the format of Appendix 5;
- (i) Format for Power of Attorney for signing of Bid in the format of Appendix 6;

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- (j) Technical Capacity of the Bidder in the format of Appendix 7 along with supporting certificates/ documents;
- (k) Details of Eligible Projects in the format of Appendix 8 along with supporting certificates/ documents;
- (l) Financial Capacity of the Bidder in the format of Appendix 9 along with supporting certificates/ documents;
- (m) Format for Query (s) Submission in the format of Appendix 11;
- (n) Checklist for Submission in the format of Appendix 13;

**Envelope B – Approach & Methodology for implementing the Project**

- (o) Approach & Methodology for the Project in the format of Appendix 10;
- (p) Draft Concession Agreement in the format of Appendix 14;

2.11.5 A true copy of the technical bid, as specified in Clause 2.11.4 above, shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory. The copy of the documents shall be placed in a separate envelope and marked “Copy of Pre-qualification Bid” and “Copy of Approach & Methodology for implementing the Project” respectively.

2.11.6 If the envelopes are not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

**2.11.8 The Enhanced Offer Bid – to be submitted online**

- i). The Enhanced Offer Bid must be submitted online through <https://nprocure.com> using the format shown in Appendix 12.
- ii). The Enhanced Offer Bid should list the costs associated with the assignment. These should cover remuneration for staff, accommodation, transportation, printing of documents and other project related expenditures.
- iii). The financial quote should be inclusive all taxes. No additional finance will be provided under any other headings not mentioned in the financial quotation.
- iv). All the costs must be expressed in Indian Rupees only.
- v). All information provided in Bidder’s Enhanced Offer Bid will be treated as confidential.

2.11.9 The Enhanced Offer Bid shall be submitted online as specified in Clause 2.11.8 above.

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## **2.12 Address of Communication**

2.12.1 Each of the envelope shall be addressed to:

ATTN. OF : **Mr. Ashwini Kumar, IAS**  
Designation : **Chief Executive Officer,**  
Address : **Gujarat Infrastructure Development Board**  
**Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017**  
Phone No : **91-079-23232701/ 4**  
Fax No : **91-079-23222481**  
E-mail : **ceo@gidb.org**

## **2.13 Bid Due Date**

2.13.1 Bids should be submitted before 1700 hours IST by the Bid Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.12 in the manner and form as detailed in this RFQ cum RFP Document. Bids submitted by facsimile transmission, telex or email will not be accepted.

2.13.2 All Bids should be submitted through RPAD speed Post or Courier only. Bids through Hand Delivery shall not be accepted. No Bids after the due date shall be considered for the evaluation.

2.13.3 The Authority may, in exceptional circumstances, and at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9, uniformly for all Bidders.

## **2.14 Late Bids**

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

## **2.15 Rejection of Bids**

2.15.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.15.2 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.



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### **2.16 Validity of Bids**

2.16.1 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.

### **2.17 Confidentiality**

2.17.1 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.

### **2.18 Confirmation of Receipt**

2.18.1 The Authority would appreciate you informing by facsimile / Email receipt of letter of invitation.

### **2.19 Correspondence with the Bidder**

2.19.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **D. Security Deposit**

### **2.20 Bid Security**

2.20.1 The Bidder shall furnish as part of its bid, a Bid Security of Rs.10,00,000/- (Rupees Ten Lakhs only) in the form of a demand draft issued by one of the nationalised/ Scheduled banks in India drawn in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar**. (the “**Bid Security**”), must be submitted along with the Bid in the Technical Bid.

2.20.2 Bids not accompanied by Bid security shall be rejected outright as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 No bank guarantee will be accepted as Bid Security.

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2.20.5 The Bid Security of the unsuccessful bidders would be returned back within one month of issuance of LOA to the Selected Bidder. The Bid Security of the Selected Bidder would be returned after submission of performance security by the Selected Bidder in accordance with the provisions thereof.

2.20.6 The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFQ cum RFP including the consideration and evaluation of the Bid under the following conditions:

- i) If Bidder submits a non-responsive Bid;
- ii) If the Bidder withdraws its Bid during the period of its validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
- iii) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment; or
- iv) If the Concessionaire withdraw his bid;
- v) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2.1 (c);

## **2.21 Performance Security**

2.21.1 The Selected Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFQ cum RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If the Concessionaire engages in any of the Prohibited Practices specified in Clause 4.1 of this RFQ cum RFP;
- (b) if the Concessionaire is found to have a Conflict of Interest as specified in Clause 2.2.1 (c);
- (c) if the Concessionaire commits a breach of the Agreement;
- (d) When the Concessionaire fails to make complete supply services satisfactorily.

2.21.2 An amount equal to 5% (five per cent) of the estimated project cost shall be deemed to be the Performance Security in the form of Bank Guarantee (BG) (as per Schedule D of concession

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Agreement) from any nationalised/scheduled commercial bank in India for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

- 2.21.3 The Concessionaire shall provide Performance Security within 15 (fifteen) days of Letter of Award from the Authority.
- 2.21.4 The Performance Security shall be for the entire Services duration and shall be refunded after expiry of six (6) Months of concession period/ extended period provided there is no breach of contract on the part of Bidder. The Bank Guarantee (BG) shall be as per Schedule D of the Concession Agreement.
- 2.21.5 Failure of the Concessionaire to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security;
- 2.21.6 Notice of reasonable time will be given in case of forfeiture of Performance Security;
- 2.21.7 Failure of the Concessionaire to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next highest ranked evaluated Bidder or call for new bids;
- 2.21.8 The Performance Security deposit shall be paid in time and if it is paid after fifteen (15) days from the date of issuance of LOA then the penalty of 0.065% per day of the amount of security deposit shall be recovered from the bidder while receiving the security deposit.

### **3. EVALUATION OF BIDS**

#### **3.1 Opening of Bids**

3.1.1 The Technical Bids shall be opened as per clause 1.2 of this document. If possible, the Bidders may depute their representative to be present at the time of opening of Bids.

#### **3.2 Test of Responsiveness**

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix 1 to 11, Appendix 14 and checklist;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13;
- (c) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Bid Security as specified in Clause 2.20.1;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.5;
- (f) it contains all the information (complete in all respects) as requested in this RFQ cum RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

#### **3.3 Evaluation Parameters**

3.3.1 Only those Bidders who meet the pre-qualification criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

3.3.2 A Bidder's competence and capability is proposed to be established by the following pre-qualification parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

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### **3.4 Details of Experience for purposes of evaluation Technical Capacity**

- 3.4.1 The Bidder should furnish the details of eligible experience to satisfy Technical Capacity as mentioned in Clause 2.2.2 (A) in the last 3 (three) financial years immediately preceding the Bid Due Date
- 3.4.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Appendix 7 and Appendix 8.

### **3.5 Details of Financial information for purposes of evaluation Financial Capacity**

- 3.5.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (Three) financial years, preceding the year in which the Bid is made.
- 3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.5.3 The Bidder must establish the details as per format at Appendix 9.

### **3.6 Qualified Bidders**

- 3.6.1 Based on the above evaluation of Technical Capacity and the Financial Capacity, the Authority will prepare the list of qualified bidders (the “**Qualified Bidders**”) who shall be eligible for Financial Evaluation.

### **3.7 Opening and Evaluation of Enhanced Offer Bids**

The Authority shall inform the venue and time of online opening of the Enhanced Offer Bids to the Qualified Bidders through e-mail. The Authority shall online open the Enhanced Offer Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall prepare a record of opening of Enhanced Offer Bids.

### **3.8 Selection of Bidder**

- 3.8.1 Subject to the provisions of Clause 2.15.1, the Qualified Bidders whose Bid is adjudged as responsive in terms of Clause 3.2 and “Enhanced Offer” is defined as either of the below mentioned 3 (three) parameters or their combinations,

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1. Investment Amount in terms of Grant for upgradation of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat - more than 6120 Crores;
2. Free Operation & Maintenance for more than 5 (five) years with no extra cost to Government of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat;
3. Capacity Building/ Training of all the ITI staff's for more than 3 (three) years with no extra cost to Government for 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat;

The Authority will consider the Enhanced Offer if one or more than one of the above mentioned 3 (three) parameters are better than the offer provided by the Original Project Proponent, while the remaining parameters must be at least equivalent parameters as proposed by Original Project Proponent.

3.8.2 In the event that two or more Bidders quote the same Enhanced Offer Bid (the "Tie Bidders"), the Authority shall invite the Tie Bidders to submit fresh financial bids within a week, the opening of the revised financial bids of such tie bidders shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.8.3 The financial term of the Original Project Proponent would be compared with that of the Most Suitable Bidder. If the financial term of the Original Project Proponent is not preferable to the financial term of the Most Suitable Bidder, the Original Project Proponent shall be given an opportunity to make his financial term competitive with that of the Most Suitable Bidder within a period of 30 (thirty) days from the date on which he has been given the opportunity. If the Original Project Proponent fails to do so within the said period, the Authority shall enter into a further discussion with the Most Suitable Bidder.

3.8.4 In the event that the Most Suitable Bidder or the Original Project Proponent 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. The Authority may negotiate the offer of the Most Suitable Bidder as the case may be.

3.8.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Concessionaire and the Concessionaire 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 Concessionaire 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 mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Concessionaire to acknowledge the LOA. The Authority shall promptly notify the other Bidders who were not technically

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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qualified and also the consultants who were technically qualified but were not selected finally, that they were unsuccessful. The Bid Security of such Bidders will be refunded within 30 days after issue of LOA to the Concessionaire.

3.8.6 The Concession Agreement will be signed with the selected Concessionaire in due course of time. The selected Concessionaire is requested to submit the Performance Security before signing the Concession 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**

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

#### 4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQ cum RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4.3, 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, employee, agent or adviser 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 CA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the



service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the CA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the CA, 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; or (iii) any violation of the (Indian) Prevention of Corruption Act, 1988, as amended from time to time

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

## 5. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (f) return the Bid Security and the Performance Guaranty received from the Bidders in case the bidding process is cancelled by the Authority.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

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**APPENDICES**

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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**Appendix 1 Letter for Bid**

(To be forwarded on the letterhead of the Bidder)

To,

**Chief Executive Officer,**

**Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

**Sub: RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis**

Dear Sir,

With reference to your RFQ cum RFP dated -----, I/we, having examined the RFQ cum RFP and understood its 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 such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Annexes to this Letter of Bid are 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.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of our selection as Concessionaire for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 3 (three) years, I/we 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.
6. I/ We certify that we are not barred by Government of Gujarat (GoG), any other State Government in India (SG) or Government of India (Gol), or any of the agencies of GoG/SG/Gol from participating in similar projects as on \_\_\_\_\_ (Bid Due Date).

7. I/We declare that:
- (a) I/We have examined and have no reservations to the RFQ cum RFP, including any addendum issued by the Authority;
  - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) of the RFQ cum RFP;
  - (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 Section 4.1 of the RFQ cum RFP, 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;
  - (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4.1 of the RFQ cum RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
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, without incurring any liability to the Bidders, in accordance with Clause 2.15 of the RFQ cum RFP.
9. I/ We understand that the Authority or its representatives shall have the right to physically verify project facilities that are part of the project experience claimed by us. I/ We agree to abide by the decision of the Authority in this regard and hereby waive my/our right to challenge the same on any account whatsoever.
10. I/We believe that I/we satisfy(s) and meet(s) all the requirements as specified in the RFQ cum RFP and are/is qualified to submit a Bid.
11. I/We certify that in regard to matters other than security and integrity of the country, I/we 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, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
13. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against our chief executive officer or any of my/our directors/managers/employees.

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14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, I/we shall intimate the Authority of the same immediately.
15. I/ We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
16. I/We hereby irrevocably waive any right, 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 Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
19. I/ We offer a Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ in words) to the Authority in accordance with the RFQ cum RFP Document.
20. The Bid Security in the form of a demand draft issued by one of the nationalised/ scheduled banks in India drawn in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar**. has been submitted in Pre-Qualification Bid envelope.
21. 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.
22. The Upgradation Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
23. I/We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP.
24. I/We agree and undertake to be jointly and severally liable for all our obligations under the Concession Agreement as per the provisions set out therein.

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25. I/ We shall keep this offer valid for 180(one hundred and eighty) days from the Bid Due Date specified in this RFQ cum RFP.
26. I/ We hereby give an undertaking that the Authority shall not be responsible to procure any approvals for the project. It shall solely be our responsibility to get all necessary approvals and till the time I obtain all the necessary permissions, the possession of land shall remain with Government of Gujarat.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFQ cum RFP.

Yours faithfully,

(Signature of the Authorised signatory)

Date:

(Name and designation of the of the Authorised signatory)

Place:

Name and seal of Bidder

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

**Appendix 2 Details of Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:  
Name:  
Designation:  
Company:  
Address:  
Telephone Number:  
E-Mail Address:  
Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:  
Name:  
Designation:  
Address:  
Phone Number:  
Fax Number:
5. The following information shall also be provided for Bidder:  
Name of Bidder:

No.	Criteria	Yes	No
1	Has the Bidder barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)/funding agencies (World Bank, ADB, JBIC, DFID, etc.)/ Public Sector Undertaking?		
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 penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. 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)



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**Appendix 3 Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

**Chief Executive Officer,**

**Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

Dear Sir,

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

I/We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFQ cum RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of \_\_\_\_\_

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**Appendix 4 Format for Declaration of Bankruptcy / Insolvency**

(To be submitted on the letterhead of the Bidder)

**The Company/ Firm should not have suffered bankruptcy / insolvency in the last five years**

Letter No:

Date:

**UNDERTAKING**

To,

**Chief Executive Officer,**

**Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

Sub: RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis

Dear Sir,

We, [Firm Name], having registered office at [address], are submitting the bid for above mentioned Project. We do hereby declare that [Firm Name] has not been suffered bankruptcy/ insolvency in the last five years.

We remain,

Yours sincerely,

**Authorised Signatory**

Name of Authorized Signatory:

Designation:

Name of firm:

Date:

Seal of firm:

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**Appendix 5 Format for Declaration of Blacklisting by any Government/ Public Sector Organization**

(To be submitted on the letterhead of the Bidder)

**The Company/ Firm should not have been blacklisted by any Government/ Public Sector Organization.**

Letter No:

Date:

**UNDERTAKING**

To,

**Chief Executive Officer,**

**Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

Sub: RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis

Dear Sir,

We, [Firm Name], having registered office at [address], are submitting the bid for above mentioned Project. We do hereby confirm that we have not blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFID etc)/ Public Sector Undertaking.

Yours sincerely,

**Authorised Signatory**

Name of Authorized Signatory:

Designation:

Name of firm:

Date:

Seal of firm:

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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**Appendix 6 Format for Power of Attorney for Signing of Bid**

**(On Rs. 300 Stamp paper duly attested by Notary Public)**

**POWER OF ATTORNEY**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **"Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis"** proposed or being developed by the Gujarat Infrastructure Development Board, GoG (the **"Authority"**) including but not limited to signing and submission of all Bids and other documents and writings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

(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

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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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)

**Note:**

1. 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.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.
4. 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 Appostille certificate.

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**Appendix 7 Technical Capacity of the Bidder**

1. Experience in development, upgradation and maintenance of at least 10 Industrial Training Institutes (it is)/training institutes

Bidder Type	Similar Experience in development, upgradation and maintenance of at least 10 Industrial Training Institutes (it is)/training institutes (only during the last 3 years preceding the Bid Due Date)				
	Name of the Project	Client/ Authority	Type of the Project	Project Start Date (MM-YYYY)	Equity held in the project SPV / executing company
(1)	(2)	(3)	(4)	(5)	(6)
Single Entity Bidder					

**Instructions:**

- 1) A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder.
- 2) In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation.
  - Completion Certificates from the client for the Experience claimed (Officer with Rank Higher than Executive Engineer (in case of Government Project).
  - This Exhibit shall be duly certified by the Chartered Accountant/Statutory Auditor of the bidder along with the Respective Client certificate in case of a private Project.
- 3) The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

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**Certificate from the Statutory Auditor**

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder / Associate.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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### Appendix 8 Details of Eligible Projects

**Name of Bidder:**

<b>Item (1)</b>	<b>Particulars of the Project (2)</b>
Title & nature of the project <i>(Give a brief description for better understanding)</i>	
Category	
Entity for which the services were provided	
Scope of the Project and capacity in which the bidder has undertaken this project (as developer or as contractor)	
Location	
Scope of the work for which the Bidder was responsible	
Capital cost of the project <i>(provide details of land cost separately, if applicable)</i>	
Services Start Date / LOA	
Total number of hours training delivered	
Equity shareholding (with period during which equity was held)	



**Certificate from the Statutory Auditor**

Based on its books of accounts and other published information authenticated by it, {this is to certify that \_\_\_\_\_ (Name of the Bidder) was engaged by \_\_\_\_\_(title of the project company) to execute \_\_\_\_\_(name of project) for \_\_\_\_\_ (nature of project). The services commenced on \_\_\_\_\_ (date). It is certified that \_\_\_\_\_ (name of the Bidder) \_\_\_\_\_ (operations and maintenance of <Type of project>).

We further certify that the total cost of project is as follows:

1) Name of the <Project 1>: <Cost>

2) Name of the <Project 2>: <Cost>

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

**Instructions:**

- a) Bidders are expected to provide information in respect of each Eligible Projects in this Annexure. The projects cited must comply with the technical experience pre-qualification criteria (clause 2.2.2 (A)). 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.
- b) A separate sheet should be filled for each Eligible Project.
- c) Name, address and contact details of owner / Authority / Agency (i.e. license grantor, etc.) may be provided.
- d) The date of commissioning of the project, upon completion, should be indicated. In case of construction, completion of construction should be indicated.
- e) The equity shareholding of the Bidder, in the company owning the Eligible Project needs to be given.
- f) Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder / Associate may provide the requisite certification.

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*Note: In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.*

- g) In the event that credit is being taken for the Eligible Experience of an Associate, the Bidder should also provide a certificate in the format provided above “Certificate from the Statutory Auditor”.
- h) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project for shortlisting of bidders.

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**Appendix 9 Financial Capacity of the Bidder**

(In INR Crore)

Bidder Type	Turnover (Rs. In crores)			Average Annual Turnover
	2017-18	2018-19	2019-20	
Single entity Bidder				

**Name & address of Bidder's Bankers:**

Instructions:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Proposal Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. 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. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.
3. The Bidder shall also provide the name and address of the Bankers to the Bidder.
4. The Bidder shall provide an Auditor's Certificate specifying the Turnover of the Bidder.
5. \*(The turnover of each year should be given in separate sheet annexed to this Appendix)

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**Certificate from the Statutory Auditor**

This is to certify that the information contained above is correct as per the Books of Accounts of the Bidder whose Turnover as on:

- 1) Year 1 (31/03/2020) is INR \_\_\_\_\_ /- (INR in words)
- 2) Year 2 (31/03/2019) is INR \_\_\_\_\_ /- (INR in words)
- 3) Year 3 (31/03/2018) is INR \_\_\_\_\_ /- (INR in words)

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

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### **Appendix 10 Approach & Methodology for the Project**

(As proposed by Bidder)

The Bidder shall provide following in detail for 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat:

- 1) Methodology for setting up Centres as specified in Annexure 2.
- 2) Operation & Maintenance of Centres
- 3) Provide Training Plan & Course Framework details

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**Appendix 11 Format for Query (s) Submission**

Queries – RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis

<b>Sr. No.</b>	<b>Refer Document (RFQ cum RFP )</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Subject</b>	<b>As per Bidding document</b>	<b>Clarification sought</b>	<b>Clarifications to be given by the Authority</b>
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
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	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						

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**Appendix 12 Letter for Enhanced Offer Bid**

*(to be submitted online through NPROCURE in the letterhead of the Bidder)*

To,

**Chief Executive Officer,**

**Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

**Sub:** RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis

Sir,

With reference to your RFQ cum RFP document dated. I/we, having examined Bidding Documents and understood their contents, hereby submit my/our Financial Bid for the aforesaid Project.

For Upgradation and Maintenance of **225 Government Industrial Training Institutes (ITI)** at various locations in Gujarat ITIs, we offer to pay with consideration of “**Enhanced Offer**” as per below:

	<b>Parameters</b>	<b>Proposed by Bidder</b>	
1	<b>Investment Amount in terms of Grant for upgradation of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat - more than 6120 Crores;</b>	(exclusive of GST) (In Figure) _____	(exclusive of GST) (In Words) _____
2	<b>Free Operation &amp; Maintenance for more than 5 (five) years with no extra cost to Government of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat;</b>	(In Figure) _____ <b>Years</b>	(In Words) _____ <b>Years</b>
3	<b>Capacity Building/ Training of all the ITI staff's for more than 3 (three) years with no extra cost to Government for 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat;</b>	(In Figure) _____ <b>Years</b>	(In Words) _____ <b>Years</b>

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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The **Enhanced Offer** for Upgradation and Maintenance of **225 Government Industrial Training Institutes (ITI)** at various locations in Gujarat ITIs has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ cum RFP. The Bid is unconditional and unqualified.

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

Yours faithfully,

(Signature of the Authorised signatory)

Date:

(Name and designation of the of the Authorised signatory)

Place:

Name and seal of Bidder



RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

**Appendix 13 Checklist for Submission**

Bidder(s) are requested to organize their Bids as per the following checklist of this document:

<b>Envelope A – Pre-qualification Bid</b>	<b>Tick (v)</b>
1) Letter for Bid in the format of Appendix 1	
2) RFQ cum RFP Document Fee	
3) Bid Processing Fees	
4) Bid Security	
5) Details of Bidder in the format of Appendix 2	
6) Statement of Legal Capacity in the format of Appendix 3	
7) Declaration of Bankruptcy / Insolvency in the format of Appendix 4	
8) Declaration of Blacklisting by any Government/ Public Sector Organization in the format of Appendix 5	
9) Power of Attorney for signing of Bid in the format of Appendix 6	
10) Technical Capacity of the Bidder in the format of Appendix 7	
11) Details of Eligible Projects in the format of Appendix 8	
12) Financial Capacity of the Bidder in the format of Appendix 9	
13) Format for Query (s) Submission in the format of Appendix 11	
14) Checklist for Submission in the format of Appendix 13	
<b>Envelope B– Approach &amp; Methodology for implementing the Project</b>	
15) Approach & Methodology for the Project in the format of Appendix 10	

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16) Draft Concession Agreement in format of Appendix 14	
<b>online submission – Enhanced Offer Proposal</b>	
17) Letter for Enhanced Offer Bid in the format of Appendix 12	

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#### **Appendix 14 Draft Concession Agreement**

The draft Concession Agreement shall be finalised with the selected bidder.

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**ANNEXURES**

RFQ cum RFP for Upgradation and Maintenance of 225 Government Industrial Training Institutes (ITI) at various locations in Gujarat under Swiss Challenge Route on Public Private Partnership (PPP) basis.

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### **Annexure 1 Project Scope of Work**

The Scope of Work specified in this RFQ cum RFP is not exhaustive and is indicative as may be required for undertaking the Project development under Swiss Challenge Route on Public Private Partnership (PPP) basis.

#### **❖ Scope of Work/Role of the Concessionaire**

The Concessionaire, in consultation with the Authority, State Government Departments/ Agencies shall carry out the following, but not limited to:

- (a) Conduct Global Partner Engagement Workshop
- (b) Take the lead to bring all global industry partners on board for development of this Project
- (c) Carry out ITI level surveys to understand the prevailing gaps in the infrastructure and curriculum, Collect data and identify training needs to evaluate existing courses offered, recommend modifications to existing courses and design new course modules
- (d) Plan a project implementation strategy
- (e) Identify all the all areas of upgradation in ITIs
- (f) Train ITI students with industrial experiential learning to improve employability among the employers
- (g) Develop high end training facility by furnishing, repairing and modernising built-up spaces and campus
- (h) Upgradation of physical facilities at ITI by installing new technology tools
- (i) Developing relevant and up to date course content for new and emerging trades
- (j) To support brand value enhancement of ITI in Gujarat as a global quality skill training provider
- (k) To support enhancement of Training, Counselling and placement Cell (TCPC) by better engagement of local and global industry and training partners
- (l) Comparative assessment of current scenario in ITI and Industry requirement
- (m) Provide enhancement of counselling and placement support
- (n) Provide, integrate and commission new equipment and technology tools as proposed in the project proposal, after 100 percent share release to TTL and handover of the facility with infrastructure readiness
- (o) Provide additional services in the form of Annual Maintenance Cost (AMC) throughout the concession period post set-up completion with no extra cost to the State Government

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- (p) 300 Trainers to be deployed across Gujarat State by the proposer at its own cost for 3 years
- (q) Out of 300 trainers 200 trainers to be hired from Gujarat
- (r) MSME may use this center by paying nominal fee to the ITI, thereby making these ITI self-sustainable
- (s) 23 new courses to be added at the ITI s
- (t) Train the trainers at 4 nodal centres across Gujarat
- (u) Support in creating content for all marketing collaterals and digital media
- (v) Conduct training at the nodal training centres for principals and senior faculty members for each ITI for the upgraded tools, machinery and curriculum from the date of handover.
- (w) Support in identifying and engaging other institutional and industry partners for each ITI
- (x) Participate in all committee and board meetings where involved or invited as per the agreed schedule by the parties.
- (y) Provide technical support to all the ITIs after upgradation and during the term of the Concession Agreement through conference call / in person visit / video enabled teleconferencing.
- (z) Purchase of all the software and hardware as stated in the project proposal in the name of ITI
- (aa) Develop training enhancement modules
  - Review existing ITI courses and specify upgrades for equipment and curriculum
  - Review each ITI setting and training needs in corresponding region
  - Design new courses as per ITI categories
- (bb) Initiate brand enhancement activities
  - Renew brand identity and create basic collaterals such as website, brochure, upgrade project dossier, press release notes etc.
- (cc) Conduct Upgradation of first workshop for all ITI Principals to introduce the entire initiative, the stakeholders, partners and so on; and inform them of the entire implementation process and their role and responsibilities and what is expected from them

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- (dd) Conduct Upgradation 2nd workshop for all ITI Principals to share project updates and to create awareness about the additions and alterations proposed or being executed at each ITI and to give training in conducting outreach and promotional activities
- (ee) Conduct ITI outreach and Promotional Event locally at each ITI.
- (ff) The selected Concessionaire shall be responsible for providing replacement of any equipment/machinery/instrument installed at ITI during concession period.

❖ **Scope of Work/Role of Government of Gujarat**

- (a) Prepare a preliminary concept note to give necessary direction for the said Project.
- (b) Make available and disburse in a timely manner all necessary and approved financial support required for this Project.
- (c) Direct all concerned and relevant government bodies, departments and agencies to extend support in fiscal and non-fiscal form as may be required to implement this Project effectively.
- (d) Facilitate the acquisition of all necessary government sanctions and permissions required for this Project.
- (e) Appoint Architect and Contractors for execution of physical alterations and additions for all ITIs as may be required locally.
- (f) Give access to and make available all records, data and information that may be required.
- (g) Support ITIs in establishing or enhancing existing institute management committees
- (h) Instruct and direct each ITI to play the role of host and make available all local resources as may be required from time to time to support the timely execution of the Project. Key responsibilities of each ITI are.
  - Facilitate the execution of works at their respective locations by giving necessary timely inputs, information and advice to necessary design teams and project implementation teams.
  - Provide built-up space of around 9450 sq. feet. and infrastructure viz. furniture, power supply for each machine, network connection, network switches, plumbing connection if any, necessary flooring repair (PCC, RCC, epoxy coating) to suite heavy machinery, air-conditioning, access controls etc. for setup of additional workshops and training facilities. Refer tentative list with specification at the end of this section, to be provided by each individual ITI.
  - Assist in completing survey and data collection and in reviewing existing courses and to undertake an exhaustive training needs assessment.
  - Make available funding that may be remaining from previous upgradation schemes and projects and from previously approved un-utilized funding availed for purchase and repair of equipment and software.
  - Give guidelines to respective ITI personnel to provide support to the Concessionaire.



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- Organize-and conduct all outreach and promotional events as planned and produce all print and digital media in necessary formats and copies as may be required using local vendors or approved common vendors at its own expense.
- Take delivery, acceptance and possession of and keep in safe custody all equipment software, printed information and consumables from for all Parties from time to time.
- Actively participate in train the trainers training programs and Project related workshops and events
- Actively participate in industry partner engagement programs and enhancement of institute management committees.

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## **Annexure 2 Upgradation of 225 Government ITIs in Gujarat**

The Upgradation of it is essentially involves three primary components:

- 1) Upgrade of equipment and technology tools
- 2) Training material enhancement for upgraded training modules
- 3) Enhancement of counselling and placement support

The proposed project aims at transforming government it is in Gujarat by adopting a holistic approach with the help of an industry-led multi-disciplinary team. The selected bidder as the primary industry partner will spearhead this massive upgradation program based on the offer proposed in the Enhanced Offer bid.

The key upgradation areas are listed as follows:

- 1) Equipment and technology tools
- 2) Faculty training
- 3) Training material for upgraded modules
- 4) Providing content for publicity and events

### **Areas of Upgradation**

- 1) IT & Design Centre
- 2) Auto Repair & Maintenance Centre
- 3) Electric Vehicle Training Centre
- 4) IOT & Digital Instrumentation Lab
- 5) Advance Machining Centre
- 6) Industrial Robotics with Arc Welding Centre
- 7) Advance Plumbing Centre
- 8) Agri MRO Centre