

**Government of Rajasthan**  
**Skill, Employment and Entrepreneurship Department**  
**Directorate of Technical Education (Training),**  
**W-6, Residency Road, Jodhpur**

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S.No.DTE/T-4(Scheme)/ PM-SETU/4324/2025(3)/ 60242 Date: - 07/02/2026

**Notice Inviting BID**

RFP for Selection of Anchor Industry Partner(s) for Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation (PM-SETU) are invited for eight clusters (Bhiwadi, Jaipur, Balotara, Banswara, Jodhpur, Kota, Bharatpur, Bikaner) from interested bidders from Date 07-02-2026 at 5 pm as per schedule. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in>) of the state and [www.dot.rajasthan.gov.in](http://www.dot.rajasthan.gov.in) departmental website. The approximate value of the procurement in INR 40.97 crore (17% of Project cost) per cluster.

NIB: TET2526A0139

UBN: TET2526SLOB00140, TET2526SLOB00141, TET2526SLOB00142, TET2526SLOB00143, TET2526SLOB00144, TET2526SLOB00145, TET2526SLOB00146, TET2526SLOB00147

**Director (Training)**

Directorate of Technical Education,  
Jodhpur (Raj.)

**Signature valid**

Digitally signed by Pankaj  
Chaturvedi  
Designation: Director Training  
Date: 2026.02.07 15:38:14 IST  
Reason: Approved

**DEPARTMENT OF SKILL,  
EMPLOYMENT & ENTREPRENEURSHIP  
GOVERNMENT OF RAJASTHAN**

**REQUEST FOR PROPOSAL**

**For Selection of Anchor Industry Partner(s) for Upgradation of Industrial  
Training Institutes (ITIs)  
under the  
National Scheme for ITI Upgradation  
Jodhpur cluster**

**Director (Training), Directorate of Technical Education Rajasthan, Department of Skill,  
Employment and Entrepreneurship, Jodhpur 342011.**

**7 February 2026**

### **Disclaimer**

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

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

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

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

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

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select Bidder or Licensee, as the case may be, for the Cluster and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

## Glossary

<b>Abbreviation</b>	<b>Full Form</b>	<b>Meaning in this RFP</b>
AIP	Anchor Industry Partner	The selected industry entity holding 51% equity in the SPV and responsible for implementation of the Contract
AOP	Annual Operational Plan	Year-wise operational, financial and implementation plan submitted by the SPV
AY	Academic Year	Academic cycle as defined in Clause 10.3.1.5 of this RFP
BG	Bank Guarantee	Financial security instrument issued by a scheduled bank
CapEx	Capital Expenditure	Expenditure on infrastructure, machinery, equipment and other capital assets
CG	Central Government	Government of India
CSR	Corporate Social Responsibility	Contribution eligible under Section 135 of the Companies Act, 2013
CITS	Crafts Instructor Training Scheme	Instructor training courses under DGT framework
CTS	Craftsmen Training Scheme	Long-term ITI training courses under DGT framework
DGT	Directorate General of Training	Central authority governing ITI training standards
Escrow Account	—	Dedicated bank account for pooling CG, SG and AIP contributions
IMC	Institute Management Committee	Existing ITI management body prior to SPV regime
ITI	Industrial Training Institute	Government ITI forming part of Hub-and-Spoke Cluster
KPI	Key Performance Indicator	Measurable performance indicators defined under this RFP
LA	License Agreement	Agreement to be executed between Authority and SPV
LD	Liquidated Damages	Pre-estimated damages for delay or non-performance
LOA	Letter of Award	Formal award issued to the Selected Bidder
LOMS	Learning Outcome Management System	Digital system for training and performance tracking
MDO	Minimum Development Obligation	Mandatory development targets to be achieved by SPV
NCVET	National Council for Vocational Education and Training	National regulator for vocational courses
NPMU	National Project Management Unit	National-level monitoring and coordination unit

NSC	National Steering Committee	Central-level committee under PM-SETU
NSQF	National Skills Qualification Framework	National competency-based qualification framework
OJT	On-the-Job Training	Industry exposure training component
OpEx	Operational Expenditure	Recurring operational and management expenditure
PBG	Performance Bank Guarantee	Performance Security furnished by AIP/SPV
PM-SETU	Prime Minister's Scheme for Upgradation of ITIs	The governing scheme for this Project
RFP	Request for Proposal	This bidding document
RTPP Act and Rules	The Rajasthan Transparency in Public Procurement Act, 2012 and the Rajasthan Transparency in Public Procurement Rules, 2013	The statutory framework governing public procurement and contract management in the State of Rajasthan
RFI	Request for Information	Pre-bid consultation document issued by Authority
SG	State Government	Government of Rajasthan
SHA	Shareholders' Agreement	Agreement between AIP, CG and SG for SPV governance
SIP	Strategic Investment Plan	Detailed investment and implementation blueprint approved for the Cluster
SPMU	State Project Management Unit	State-level monitoring and coordination unit
SPV	Special Purpose Vehicle	Section 8 company formed for implementation of the Cluster
SSC	State Steering Committee	State-level committee under PM-SETU
STT	Short-Term Training	Short duration industry-aligned courses

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# **1. INTRODUCTION**

## **1.1. Background**

The Governor of Rajasthan represented by the Director (Training), Directorate of Technical Education Rajasthan, Department of Skill, Employment and Entrepreneurship, Jodhpur 342011 (the “**Authority**”) is engaged in providing vocational trainings for the upgradation of industrial production, services, productivity and innovation, contributing to the planned growth of the country's economy through the development of Industrial Training Institute(s) (“ITIs”).

- 1.1.1. The Industrial Training Institutes (ITIs) in India provide vocational education and training across a range of technical and non-technical disciplines. Since their inception in the 1950s, ITIs have served as the foundation of the country’s vocational training ecosystem, equipping students with industry-relevant skills in areas such as manufacturing, construction, electronics, automobiles, and information technology. These institutions are instrumental in meeting the skilled workforce requirements of various industries. Recognizing the significant role of ITIs in national development, the Government of India has launched a comprehensive initiative aimed at upgrading and expanding vocational training. The National Scheme for ITI Upgradation aims to upgrade the ITIs through PPP mode.
- 1.1.2. The National Scheme for ITI Upgradation envisages upgradation of 1,000 ITIs in a Hub and Spoke Model in partnership with industry partners through PPP mode. The curriculum will be updated to align with industry demands, and new courses will be introduced to address evolving skill needs. The primary model for implementing the scheme will be industry led, wherein, a Special Purpose Vehicle (SPV) will be formed to implement the scheme at the cluster level.
- 1.1.3. The Centre shall establish a dedicated National Steering Committee (NSC) to oversee the scheme, coordinate with State/UT Governments, and monitor implementation. This committee will serve as the main decision-making body to ensure smooth execution. The NSC, chaired by the MSDE Secretary, could include senior officials from NCVET, DGT, states/UTs, other relevant ministry officials (e.g., Ministry of Education, Ministry of Heavy Industries, Ministry of Commerce and Industry, Ministry of Labor and Employment etc.), and key members of academia and industry. The NSC will have overall responsibility for all the activities under the National ITI Upgradation Scheme
- 1.1.4. The Authority, through this RFP, intends to select the Bidder who shall act as an anchor industry partner (“**AIP**” or “**Selected Bidder**”) and shall be responsible for upgradation of the cluster of the ITIs on a hub and spoke model (“**Cluster**”) through a joint venture with Government. The estimated cost of project is INR 241 Crore (“Estimated Project Cost”).
- 1.1.5. The AIP will form a SPV, which will be a new not-for-profit Section 8 company incorporated under Companies Act, 2013, wherein Government would be, in terms of the Bidding Documents and particularly the shareholders agreement, issued and allotted 49% of the economic and voting shares of the SPV for onboarding it in the SPV to undertake the Cluster through a joint venture of AIP and the Government. The AIP will accordingly hold 51% of the economic and voting shares of the SPV, while the remaining 49% of the economic and voting shares of the SPV will be vested with the Central and State Government. The SPV will act as the Licensee and shall be responsible for the development and management of the Cluster and performance of related obligations including delivery of the specified training and employment

outcomes. The SPV will have full autonomy over course offerings (e.g., introduction of new programs, curriculum and pedagogy design), trainer management (e.g., recruitment, training), and financial operations (e.g., expenditure, h generation from users).

- 1.1.6. The transformation of ITIs shall be based on three key pillars:
  - i. Upgradation of ITI infrastructure: Enhancing both soft and hard infrastructure to provide a more favourable learning environment.
  - ii. Decentralization and deregulation: Aligning ITI operations with industry requirements and local economic needs to meet current and future workforce needs.
  - iii. A new governance structure: Leveraging the managerial and operational support of industry and balancing autonomy with accountability
- 1.1.7. The Authority intends to award the Cluster through an open and transparent competitive bidding process in accordance with the procedure set out herein.
- 1.1.8. The bidder (“Bidder”) for the purposes of this RFP may be either a single entity or a consortium of not more than three (3) entities. In case of a consortium, one member shall be designated as the Lead Member. The combined technical and financial strength of all consortium members shall be considered for evaluation. The AIP/Selected Bidder shall be required to incorporate a new Section 8 company under Companies Act, 2013, prior to execution of the License agreement for the purpose of execution of the Cluster and discharging the obligations of the Licensee (the “Licensee” or “SPV”) which *inter alia* shall include the design, development, management, operation and maintenance of the Cluster under and in accordance with the provisions of the License agreement (the “License Agreement”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.9. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified herein for submission of Bids (the “Bid Due Date”).
- 1.1.10. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

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

- 1.2.1. The Authority has adopted a single-stage bidding process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Cluster.
- 1.2.2. The first part (the “Technical Bid”) of the process involves pre-qualification (the “Pre-qualification”) of interested parties who submit a Bid in accordance with the provisions of this RFP. The second part of the process involves the financial proposals (the “Financial Bid”) of the Bidders qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the “Bid”).

- 1.2.3. Prior to participation in the Bidding Process, the Bidder shall pay the Processing Fee: Rs. 2500/- (Rupees Twenty-Five Hundred only) in Online/Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur” and Bidding document fee: Rs. 5000/- (Rupees Five Thousand only) in Demand Draft in favour of Director (Training), Directorate of Technical Education Rajasthan, Department of Skill, Employment and Entrepreneurship, Jodhpur 342011. The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.4. The documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.5. The Bidding Documents shall be released on the e-tender website i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) (“e-Tender Portal”). Any modifications / addendum / responses to queries shall be updated on the e-Tender Portal and the Bidders are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums. It shall be mandatory for the Bidders to get their firm/ company registered with the e-Tender Portal, to obtain user ID and password, in order to participate in this Bidding Process. For avoidance of doubt, it is clarified that the Bid shall be submitted online on or before the Bid Due Date and hard copy of the Enclosures to Bid in original within the specified time on the specified address.
- 1.2.6. All queries by prospective Bidders must be sent only via email to the following email address only: [dte.trg.raj@gmail.com](mailto:dte.trg.raj@gmail.com)
- 1.2.7. All communications pertaining to the RFP shall clearly bear the following identification/ title: **“RFP for Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation”**

### 1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

**Table 1: Schedule of Bidding Process**

S. No.	Event Description	Date
1.	Sale of Bidding Documents	07.02.2026
2.	Last date for receiving queries	16.02.2026
3.	Pre-Bid Conference - 1	04.03.2026
4.	Authority response to queries latest by	11.03.2026
5.	Authority’s additional response, if any	19.03.2026
6.	Bid Due Date	07.04.2026
7.	Opening of Technical Bids	07.04.2026
8.	Announcement of qualified Bidders	21.04.2026
9.	Opening of Financial Bid	27.04.2026
10.	Letter of Award (LOA)	25.05.2026
11.	Validity of Bids	05.08.2026
12.	Signing of License Agreement	23.06.2026

### 1.4. Pre-Bid Conference

- 1.4.1. A Pre-Bid Conference of the potential Bidders shall be convened at the designated time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

- 1.4.2. During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 1.4.3. The date, time and venue of the Pre-Bid Conference shall be:
  - Date: 04 March 2026 (Wednesday)
  - Time: 03:00 PM
  - Venue: Managing Director Office, Rajasthan Skills and Livelihood Development Corporation, J-8-A Jhalana Institutional Area, Jaipur, 302004.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1. Scope of Bid**

- 2.1.1. The Authority wishes to receive Bids under this RFP from eligible Bidders. No Bidder shall submit more than one Bid for the Cluster. A Bidder shall not be entitled to submit another bid. The Bidder can, however, choose to bid for multiple clusters.
- 2.1.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Cluster before submitting their Bids.
- 2.1.3. The Technical Bid and Financial Bid should be furnished in the format prescribed along with all enclosures, duly signed by the Bidder's authorized signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of the amount offered to be funded by the Bidder as a part of overall outlay under SIP, to be infused/expended as per the terms and conditions of this RFP and the provisions of the License Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (one hundred and twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the License Agreement.
- 2.1.5. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. When Bidder is applying as Consortium, attach a Copy of Letter of intent or a copy of existing agreement & Power of attorney in favour of lead member.
- 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 documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause G 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.

### **3. PREPARATION AND SUBMISSION OF BID**

- 3.1. The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 3.2. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 3.3. The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorized signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Application. The Bid shall contain page numbers.

### **4. SUBMISSION OF BIDS**

- 4.1. The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-Tender Portal, duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.
- 4.2. The Bid is to be submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.
- 4.3. The documents comprising the Bid shall include:
  - 4.3.1. Technical Bid in the prescribed format along with Annexes and supporting documents.
  - 4.3.2. Bid Security in the format prescribed;
  - 4.3.3. Power of Attorney for signing the Bid as per the format at Appendix-II;
  - 4.3.4. Strategic Investment Plan as per the format A;
  - 4.3.5. Documents of incorporation (Memorandum and Articles of Association, if the Bidder is a body corporate, if a partnership then a copy of its partnership deed, etc.);
  - 4.3.6. Bidder's duly audited balance sheet and profit and loss account for the preceding three years;
- 4.4. Contents of the Bid
  - 4.4.1. The Technical Bid shall be furnished in the format outlined along with all the information and documents (complete in all respects) as requested in this RFP.
  - 4.4.2. The Financial Bid shall be furnished in the mentioned in format outlined and shall

consist of the amount offered to be funded by the Bidder as a part of overall outlay under SIP, to be infused/expended as per the terms and conditions of this RFP and the provisions of the License Agreement.

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

4.5. Modifications/ substitution/ withdrawal of Bids

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

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

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

4.6.1. Power of attorney;

4.6.2. Joint Bidding Agreement;

4.6.3. Demand draft towards the cost of the RFP process; and

4.6.4. Bank Guarantee / Demand Draft towards the Bid Security.

4.7. The envelope shall clearly bear the following identification:

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

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

4.9. The envelope shall be addressed to:

ATTN. OF: Director (Training)

ADDRESS: Directorate of Technical Education Rajasthan Department of Skill,  
Employment & Entrepreneurship, Government of Rajasthan, Jodhpur 342011

TELEPHONE NO: 0291-2636071

E-MAIL ADDRESS: [dte.trg.raj@gmail.com](mailto:dte.trg.raj@gmail.com)

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

## **5. BID DUE DATE**

5.1. The Bid should be submitted on or before the Bid Due Date, on the e-Tender Portal as per the format and in the manner and form as detailed in this RFP.

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

5.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum uniformly for all Bidders.

5.3. 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.

## **6. EVALUATION PROCESS**

### **6.1. Opening and Evaluation of Bids**

- 6.1.1. The Authority shall open the Technical Bids on the Bid Due Date, at the place specified and in the presence of the Bidders who choose to attend.
- 6.1.2. Bids for which a notice of withdrawal has been submitted shall not be opened.
- 6.1.3. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this Section.
- 6.1.4. Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 6.1.5. 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 Cluster is subsequently awarded to it on the basis of such information.
- 6.1.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 6.1.7. Confidentiality
  - 6.1.7.1. Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
- 6.1.8. Tests of responsiveness
  - 6.1.8.1. Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
    - (i) it is received in the specified format;
    - (ii) it is received by the Bid Due Date, including any extension thereof;
    - (iii) it is signed and marked as stipulated in this RFP;
    - (iv) it is accompanied by the Bid Security as specified in this RFP;
    - (v) it is accompanied by the Power of Attorney as specified in this RFP;
    - (vi) it contains all the information and documents (complete in all respects) as requested in this RFP;
    - (vii) it contains information in the same formats as those specified in this RFP;
    - (viii) it contains certificates from its statutory auditors in the formats specified in this RFP;
    - (ix) it does not contain any condition or qualification;
    - (x) the original documents, wherever stipulated, have been submitted by the Bidder; and
    - (xi) it is not non-responsive in terms hereof.

- 6.1.8.2. A Financial Bid not conforming with the format specified in BOQ on the portal shall not be considered as responsive to the requirements of the RFP.
- 6.1.8.3. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.
- 6.1.9. Clarifications
- 6.1.9.1. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 6.1.9.2. If a Bidder does not provide clarifications sought under this Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **6.2. Right to Accept or Reject any or all Bids, Liability in case of Material Misrepresentation**

- 6.2.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. 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.
- 6.2.2. The Authority reserves the right to reject any Bid if:
- 6.2.2.1. at any time, a material misrepresentation is made or uncovered; or
- 6.2.2.2. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 6.2.3. Such misrepresentation or improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified or rejected.
- 6.2.4. If disqualification or rejection of a Bidder occurs after the Bids have been opened and the Highest Bidder gets disqualified or rejected, then the Authority reserves the right to:
- 6.2.4.1. invite the remaining Bidders to match the Highest Bidder or submit their Bids in accordance with the RFP; or
- 6.2.4.2. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 6.2.5. 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, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet

appointed as the Concessionaire either by issue of the LOA or entering into the Concession Agreement.

- 6.2.6. If the Bidder or the SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder.
- 6.2.7. The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement, or otherwise.
- 6.2.8. The Authority reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP or the Bidding Documents, and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder, nor will it affect any rights of the Authority thereunder.
- 6.2.9. The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

## **7. PRE-QUALIFICATION AND BIDDING**

### **7.1. Pre-Qualification and notification**

- 7.1.1. After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders “(Qualified Bidders)” who will be eligible for opening and evaluation of their Financial Bids. All communications relating to Pre-qualification shall be uploaded on Official Website. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

### **7.2. Proprietary data**

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

### **7.3. Correspondence with the Bidder**

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

## **8. BID SECURITY**

- 8.1. A Bidder is required to deposit, along with its Bid, a bid security of ₹1,00,00,000/- (Rupees One Crore Only) (the “Bid Security”), refundable no later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the License Agreement.
- 8.2. The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in Rajasthan having a net worth of at least Rs. 1,000 crore (Rupees one thousand crore), in favour of the Authority in the format at Appendix–IV (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 8.3. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in Rajasthan, drawn in favour of the Authority and payable at Jodhpur, Rajasthan (the “Demand Draft”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 8.4. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 8.5. Save and except second ranked Bidder, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 8.6. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Licensee signing the License Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 8.7. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 8.8. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the License Agreement, or otherwise, if
  - 8.8.1. a Bidder submits a non-responsive Bid;
  - 8.8.2. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - 8.8.3. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - 8.8.4. the Selected Bidder fails within the specified time limit -

- 8.8.4.1. to sign and return the duplicate copy of LOA; or
  - 8.8.4.2. to sign the License Agreement; or
  - 8.8.4.3. to furnish the Performance Security within the period prescribed therefore in the License Agreement.
  - 8.8.5. the Selected Bidder, having signed the License Agreement, commits any breach thereof prior to furnishing the Performance Security.
- 8.9. Bidders are invited to examine the Cluster in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Cluster including implementation thereof. The State Government shall facilitate conduct of such ITI level due diligence.

## **9. PERFORMANCE SECURITY**

- 9.1. The Selected Bidder, acting through the Anchor Industry Partner (“AIP”), shall, as a condition precedent to the execution of the License Agreement, furnish to the Authority an unconditional and irrevocable performance bank guarantee / performance security (“Performance Security”) to secure the due, timely and faithful performance of all obligations under this RFP, the License Agreement, the Strategic Investment Plan (“SIP”) and the Annual Operational Plans (“AOPs”).
- 9.2. The Performance Security shall be furnished within thirty (30) days from the date of issuance of the Letter of Award (LOA) or within such extended period as may be permitted by the Authority in writing. Failure to furnish the Performance Security within the prescribed time shall constitute a material breach and shall entitle the Authority, without prejudice to any other rights, to forfeit the Bid Security and take such further action as may be permissible under this RFP.
- 9.3. The Performance Security shall be maintained on a rolling, year-wise basis in accordance with the following structure:
  - 9.3.1. For Contract Years One (1), Two (2) and Three (3), the Performance Security shall be equal to the highest annual Financial Contribution proposed to be made by the Anchor Industry Partner in any one of these three Contract Years, as approved under the Strategic Investment Plan.
  - 9.3.2. From Contract Year Four (4) onwards and until expiry or termination of the License Agreement, the Performance Security shall be equal to the higher of:
    - (a) INR Four Crore (INR 4,00,00,000); or
    - (b) the annual Financial Contribution required to be made by the Anchor Industry Partner for the relevant Contract Year as per the approved Strategic Investment Plan and applicable Annual Operational Plan.
- 9.4. The Performance Security shall be furnished in the form of an unconditional and irrevocable bank guarantee, or such other form as may be permitted by the Authority, issued by a scheduled bank in Rajasthan, drawn in favour of the Authority and payable at Jodhpur, Rajasthan acceptable to the Authority and in the format prescribed in the Bidding Documents. The Authority shall not be liable to pay any interest on the Performance Security so deposited, and the same shall be interest-free.
- 9.5. The Performance Security shall remain valid and enforceable for the period specified in the License Agreement and, in any event, for a minimum period of sixty (60) days beyond completion of all contractual obligations, including maintenance, defect liability and handback obligations, and shall be extended from time to time so as to remain valid until all obligations have been fully discharged.

- 9.6. The Performance Security shall secure, inter alia, the incorporation of the SPV, execution of project documents, achievement of upgradation and operational milestones, compliance with course rollout obligations, adherence to timelines, proper utilisation of project funds, and payment of any damages, penalties, or other amounts payable to the Authority.
- 9.7. The Authority shall be entitled to invoke and appropriate the Performance Security, in whole or in part, without prejudice to any other right or remedy, upon the occurrence of any breach, failure, or event of default. Invocation shall be by written demand of the Authority, and the issuing bank shall honour such demand without demur, proof, or reference to the Selected Bidder.
- 9.8. In the event of a material change in scope, increase in project cost, restructuring of the Project, occurrence of repeated defaults, or any other event materially affecting the risk profile of the Project, the Authority shall have the right to require the Selected Bidder / SPV to furnish additional or enhanced Performance Security, and the Selected Bidder / SPV shall comply with such requirement within the period specified by the Authority.
- 9.9. Subject to the provisions of the License Agreement, the Performance Security may be released or reduced upon achievement of defined milestones and satisfactory performance, as certified by the Authority.
- 9.10. Failure to furnish, maintain, renew, or enhance the Performance Security in accordance with this Clause shall constitute a material breach, entitling the Authority, without prejudice to any other rights, to forfeit the Bid Security (if applicable), invoke available securities, terminate the License Agreement, and/or take such other action as may be permissible under this RFP and the License Agreement.

## **10. SCOPE OF WORK**

### **10.1. Modernization Objectives**

Modernization of the Hub-and-Spoke ITI Cluster under this RFP is expected to drive three inter-linked outcomes, consistent with the PM-SETU Guidelines and the State of Rajasthan's modernization vision. Proposals shall clearly demonstrate how the Strategic Investment Plan (SIP) advances each of the 3 objectives set out below.

#### **10.1.1. Scale & Efficiency: Scaling the Skilling Ecosystem and Improving Enrolment Efficiency**

- 10.1.1.1. Upgradation of Government ITIs in a Hub-and-Spoke arrangement to enable capacity expansion across both Hub and Spoke ITIs, with improved utilization of infrastructure and training resources
- 10.1.1.2. Increase in enrolment under long-term CTS courses and short-term training programs through demand-driven course offerings and improved outreach mechanisms
- 10.1.1.3. Introduction of new courses and upgradation of existing courses to expand the portfolio of trades and training programs offered by the ITIs, thereby improving seat utilization and enrolment efficiency
- 10.1.1.4. Deployment of digital systems, including the Learning Outcome Management System (LOMS), to enable real-time monitoring of enrolment, attendance, progression, and outcomes, thereby improving operational efficiency and data-driven decision-making.

#### **10.1.2. Quality: Strengthening Industry Orientation and Employment / Self-Employment Pathways**

- 10.1.2.1. Alignment of curriculum, pedagogy, and training delivery with current and emerging industry requirements, including redesign of existing courses and development of new industry-aligned courses
- 10.1.2.2. Strengthening of placement outcomes through structured industry partnerships, apprenticeships, On-the-Job Training (OJT), and employer linkages facilitated by the SPV
- 10.1.2.3. Improvement in trainee performance outcomes, including pass percentages, placement rates, and average salaries of placed trainees, as measured against baseline values
- 10.1.2.4. Enhancement of faculty quality through recruitment of industry-experienced trainers, continuous upskilling, Training of Trainers (ToT), and industry immersion programs
- 10.1.3. **Industry Co-Ownership: Industry Accountability for Outcomes with Academic and Administrative Autonomy**
- 10.1.3.1. Establishment of an industry-led Special Purpose Vehicle (SPV) with majority shareholding of the Anchor Industry Partner, responsible for managing, operating, and upgrading the Hub-and-Spoke ITI Cluster
- 10.1.3.2. Provision of high levels of academic, administrative, and financial autonomy to the SPV, including autonomy to introduce new courses, redesign curriculum and pedagogy, manage trainers, and generate additional revenue streams
- 10.1.3.3. Clear accountability of the AIP and SPV for achieving agreed Key Performance Indicators (KPIs) related to enrolment, training quality, placement outcomes, and financial sustainability, with performance-linked fund disbursement and monitoring mechanisms
- 10.1.3.4. Development of sustainable industry participation pathways, including production centres, incubation centres, OJT tie-ups, and continuity of industry engagement beyond the scheme period

## 10.2. Key modernization Levers

Modernization of the Hub-and-Spoke ITI Cluster shall be driven through a set of inter-related modernization levers, as envisaged under the PM-SETU Guidelines and aligned with the State of Rajasthan's priorities. The Strategic Investment Plan (SIP) submitted by bidders shall clearly articulate interventions across the following levers.

- 10.2.1. **Capacity & Efficiency Improvement:** The modernization program is intended to expand training capacity and improve utilisation efficiency across ITIs:
  - 10.2.1.1. Scaling seats in existing courses through upgradation of infrastructure, optimisation of workshop utilisation, and improved scheduling of training delivery
  - 10.2.1.2. Introduction of new courses based on industry requirements and local labour market demand, in accordance with NCVET and NSQF norms
  - 10.2.1.3. Introduction of long-term courses (including diplomas), short-term courses (3–6 months), and executive education programmes for graduates and working professionals, leveraging advanced machinery, equipment, and trainers at ITIs
  - 10.2.1.4. Driving enrolment through improved outreach to job seekers across target groups, supported by data-driven monitoring through digital systems.
- 10.2.2. **Skilling Offerings Diversification:** Diversification of training offerings to address wage employment, self-employment, and entrepreneurship pathways, including:
  - 10.2.2.1. Setting up incubation centres, support services, and maker or production spaces to enable self-employment and local enterprise development

- 10.2.2.2. Introduction of new courses to enable self-employment and entrepreneurship, including industry-certified and short-term programmes
  - 10.2.2.3. Deployment of industry-readiness capstones, including soft skills, digital literacy, and employability skills embedded within or alongside technical training
  - 10.2.2.4. Introduction of foundational courses or remedial modules to bridge gaps in candidates' starting points, particularly for disadvantaged learner groups.
- 10.2.3. **Curriculum Improvement:** Modernization of course curriculum including, but not limited to:
- 10.2.3.1. Periodic review and updating of course curriculum to ensure continued alignment with evolving industry requirements
  - 10.2.3.2. Active participation of industry partners in new course design, curriculum development, and delivery, including modularisation of courses in line with NCVET and NCrf frameworks
  - 10.2.3.3. Integration of forward-looking concepts across courses, including Industry 4.0, digitalisation, automation, green practices, and emerging technologies
- 10.2.4. **Hands-On Experience for Industry Alignment:** Strengthening of industry relevance and employability through:
- 10.2.4.1. Establishment of new laboratories for new courses and upgradation of existing laboratories with industry-relevant machinery, tools, and software
  - 10.2.4.2. Structured engagement with industry for internships, apprenticeships, immersion sessions, and Dual System of Training (DST), as applicable
  - 10.2.4.3. Setting up production facilities or undertaking industry job work within ITIs, subject to scheme provisions, to provide real-world exposure to trainees.
- 10.2.5. **Recruitment & Training of Quality Faculty:** Improvement in faculty quality is a critical determinant of training outcomes:
- 10.2.5.1. Recruitment of trainers with relevant industry experience for new and redesigned courses, including engagement of master trainers and subject matter experts from industry
  - 10.2.5.2. Ongoing training, upskilling, and industry immersion of trainers, including Training of Trainers (ToT) programmes facilitated at Hub ITIs or through industry partnerships.
- 10.2.6. **Support for Equity in Enrolment & Completion:** Modernization efforts shall explicitly address inclusion and equity objectives through:
- 10.2.6.1. Focused courses and training programmes for women candidates and other underrepresented groups, aligned with catchment-area industries and employment opportunities
  - 10.2.6.2. Awareness campaigns and outreach initiatives to enrol candidates from SC, ST, PwD, rural, and other underrepresented groups
  - 10.2.6.3. Provision of support services, including counselling, remedial instruction, and student welfare measures, to improve retention, completion, and placement outcomes for disadvantaged learners.
- 10.2.7. **ITI Governance & Autonomy:** Modernization supported by strengthened governance and operational autonomy, including:
- 10.2.7.1. Ongoing monitoring of enrolment, completion, placement outcomes, and industry feedback through defined KPIs and digital systems

10.2.7.2. Continuous upgradation, expansion, and refurbishment works in accordance with the approved SIP and Annual Operating Plans.

### **10.3.Contract Duration**

#### **10.3.1. Term**

10.3.1.1. The Contract shall become effective from the issuance of Letter of Award (LOA) (“Effective Date”). The Contract shall continue to be in full force and effect for a period of ten (10) Calendar years from the Effective Date or nine (9) Academic Years including Academic Year 1, whichever is later (the “Term”). Any extension of the Term shall be permissible only by mutual written agreement of the Parties and strictly in accordance with the provisions of the RTPP Act and Rules, including the limitation relating to extension not exceeding fifty percent (50%) of the original contract duration as provided therein..

10.3.1.2. “Academic Year” shall mean the period from 1<sup>st</sup> September of a calendar year and ending on 30<sup>th</sup> June of the immediately following calendar year. “Academic Year 1” shall mean the Academic Year commencing at least or equal to three (3) months after the Effective Date and shall ordinarily commence from 1<sup>st</sup> September of the calendar year in which the LOA is issued. In the event that the gap between the Effective Date and the commencement date of Academic Year 1 is less than or equal to three (3) months, Academic Year 1 shall commence from 1<sup>st</sup> September of the immediately succeeding calendar year in which the LOA is issued.

10.3.1.3. The Minimum Development Obligations and Key Performance Indicators prescribed under this RFP shall be linked to nine (9) Academic Years commencing from Academic Year 1.

10.3.1.4. Central Government and State Government funding under the Contract shall be provided only for the initial five (5) Contract years from the Effective Date, subject to any extension granted by the respective government, in accordance with the approved Strategic Investment Plan and subject to the Financial Contributions to be made by the Anchor Industry Partner (“AIP”). “Contract Year” means a period of twelve (12) consecutive months commencing from the Effective Date and each successive period of twelve (12) months thereafter during the subsistence of the Contract.

10.3.1.5. The AIP may infuse further additional Financial Contributions during the remaining five (5) Contract Years of the Term. From Contract Year Six (6) onwards, there shall be no Central Government or State Government funding under the Contract. Any Financial Contributions made by the AIP from Contract Year Six (6) onwards shall not carry any matching grants, shall not be considered for bid evaluation purposes and shall not create any right, expectation or obligation for extension of the Contract.

10.3.1.6. The commencement and duration of the Contract shall be independent of the time taken for fulfilment of the Conditions Precedent and the Contract duration shall be reckoned strictly from the Effective Date.

### 10.3.2. *Conditions Precedent*

The Parties shall endeavour to fulfil the following Conditions Precedent. In the event the same are not achieved within six (6) months from the date of issuance of the Letter of Award, the non-defaulting Party shall have the right to terminate the Contract in accordance with the provisions of this RFP and without penalty or damages to the other Party:

#### 10.3.2.1. **Conditions Precedent to be fulfilled by the Selected Bidder / AIP / SPV**

- 10.3.2.1.1. Furnishing of the prescribed Performance Security by the SPV.
- 10.3.2.1.2. Completion and submission of the Strategic Investment Plan (SIP), along with all supporting documentation, financial plans, course plans and implementation framework as required under this RFP for obtaining approvals of the State Government and Central Government.
- 10.3.2.1.3. Submission by the SPV of the Annual Operational Plan for the first twelve (12) months within three (3) months of the Letter of Award and obtaining approval of the State Government in accordance with the provisions of Clause 10.5.2 of this RFP.
- 10.3.2.1.4. Provision of all information, documents, plans, layouts, utilisation plans, asset requirements and technical inputs necessary to enable the State Government to prepare the Asset Register, execute the lease deed, operationalise the escrow and fund flow mechanism and complete other obligations listed under Clause 10.3.2.2.
- 10.3.2.1.5. Submission by the SPV of details of the key managerial personnel proposed to be appointed for each ITI.
- 10.3.2.1.6. Nomination of representatives by the AIP for deputation at the identified ITIs for observation and transition support prior to the Effective Date.

#### 10.3.2.2. **Conditions Precedent to be fulfilled by the Authority / State Government / Central Government**

- 10.3.2.2.1. Finalisation of the Strategic Investment Plan (SIP) and obtaining all necessary approvals from the State Government and the Central Government. The approved SIP shall form an integral part of the Project framework.
- 10.3.2.2.2. For the purposes of implementation of the Contract, the State Government shall grant the Special Purpose Vehicle (SPV) a lease of the identified ITI land and premises. A formal lease deed shall be executed between the State Government (or such authority as may be designated) and the SPV, on terms consistent with this RFP and the License Agreement. The said lease shall be for a nominal annual lease rent of INR One (₹1/-) only. All costs and expenses relating to stamping, registration and execution of the lease deed shall be borne by the State Government.
- 10.3.2.2.3. Handover by the State Government of actual and constructive possession of the identified Hub-and-Spoke ITI Cluster to the Special Purpose Vehicle (SPV).
- 10.3.2.2.4. Preparation of a comprehensive Asset Register capturing details of all existing assets (including condition thereof) of the ITIs proposed to be handed over to the SPV, on or prior to the Effective Date.

- 10.3.2.2.5. Operationalisation of the payment security and fund flow mechanism by the Central Government and the State Government, as applicable under this RFP.
- 10.3.2.2.6. Prior to the Effective Date, the State Government shall permit the Anchor Industry Partner to depute station its nominated representatives to each ITI in the Hub-and-Spoke Cluster to observe the functioning and operations of the ITIs. The State Government shall extend all necessary support and provide access to existing records, infrastructure and facilities, as necessary for the purpose of this RFP to facilitate a seamless transition of operations of the ITIs to the SPV. The right to determine whether the purpose is necessary or not shall vest with the State Government.
- 10.3.2.2.7. Prior to the Effective Date, the State Government shall take necessary steps to dissolve existing IMCs in all government ITIs forming part of the said cluster (if any), take over all residual assets and liabilities and transition the respective ITIs to the SPV, in accordance with applicable laws and guidelines.

### 10.3.3. *Transition of ITI Operations*

Prior to the Effective Date, the State Government shall permit the Anchor Industry Partner to station its nominated representatives to each ITI in the Hub-and-Spoke Cluster to observe the functioning and operations of the ITIs. The State Government shall extend all necessary support and provide access to existing records, infrastructure and facilities, as necessary for the purpose of this RFP to facilitate a seamless transition of operations of the ITIs to the SPV. The right to determine whether the purpose is necessary or not is with the State Government.

## 10.4. Understanding Cluster (Hub-and-Spoke ITI Model)

- 10.4.1. A **Cluster** refers to a structured grouping of Industrial Training Institutes (ITIs) organised under a Hub-and-Spoke model, comprising **one (1) designated Hub ITI and four (4) Spoke ITIs**, linked geographically and administratively to function as an integrated unit for planning, infrastructure development, training delivery, and industry engagement.
- 10.4.2. Under this model, the **Hub ITI** shall act as the lead and anchor institution, hosting shared and advanced training infrastructure, Centres of Excellence, common facilities and serving as the nodal point for industry partnerships, academic support, placement coordination and cluster-level governance. The **Spoke ITIs** shall function as constituent institutions within the geographic proximity or similar sectoral focus, delivering foundational and trade-specific training programmes while being academically and operationally supported by the Hub ITI and having access to shared facilities established at the Hub ITI.
- 10.4.3. The Cluster shall operate under a unified institutional, academic and monitoring framework to ensure optimal utilisation of resources, standardisation of training quality, enhanced industry linkage, and improved employability, apprenticeship, and placement outcomes.

## **10.5.Strategic Investment Plan & Annual Operating Plan**

### **10.5.1.Strategic Investment Plan (SIP)**

- 10.5.1.1. Each Anchor Industry Partner (“AIP”), through the SPV, shall submit a Five-Year Strategic Investment Plan (2026–2031) for development of the proposed Hub-and-Spoke ITI Cluster, aligned with the objectives of the PM-SETU Scheme and the Scheme Guidelines.
- 10.5.1.2. The SIP shall present a clear vision, strategy, and investment roadmap for transforming ITI training outcomes, and shall be evidence-based, grounded in local economic and labour-market analysis, and developed through stakeholder consultations.
- 10.5.1.3. The SIP shall identify priority sectors and trades, proposed new and upgraded courses (CTS, short-term and other programs), and demonstrate strong industry alignment, innovation in training delivery, and employability outcomes. The SIP shall include a comprehensive plan covering, at a minimum:
- (a) Cluster profile and local economic context
  - (b) Details of the AIP and industry/institutional partners
  - (c) Vision, mission, and strategic objectives
  - (d) Course upgradation and new course proposals
  - (e) Industry and employer linkages, including apprenticeships
  - (f) Innovation in training design, delivery, and technology use
  - (g) Leadership, staffing, and instructor capacity-building plan
  - (h) Infrastructure and upgradation plan
  - (i) Gender and inclusion strategy
  - (j) Performance measurement and monitoring framework
  - (k) Governance and management structure
  - (l) Sustainability and scalability plan
  - (m) Stakeholder engagement approach
  - (n) Key risks and mitigation measures
- 10.5.1.4. The total investment shall not exceed ₹80 crore per Hub ITI and ₹40 crore per Spoke ITI, inclusive of CapEx and OpEx. Expenditure on civil works shall not exceed 20% of the total approved outlay.
- 10.5.1.5. The SIP shall clearly specify annual budgets, funding sources, implementation timelines, outcomes, responsible entities, and monitoring mechanisms, and shall be submitted in the prescribed templates.
- 10.5.1.6. SIPs shall be operationalised through Annual Operational Plans (AOPs) to be submitted annually for approval in accordance with the Guidelines. Any SIP amendment with financial or KPI impact shall require approval of the competent committees.
- 10.5.1.7. States shall submit SIPs along with commitment letters confirming support for staffing, co-funding, and regulatory facilitation, as applicable.
- 10.5.1.8. For detailed guidance on the preparation, structure, and contents of the Strategic Investment Plan (SIP), including sectoral focus, budgeting norms, prescribed

templates, evaluation criteria, and monitoring framework, bidders are advised to refer to the PM-SETU Scheme Guidelines, as amended from time to time.

10.5.1.9. The AIP shall propose investments in the following ranges as part of the Strategic Investment Plan (SIP):

**Table 2: Overall Investment Split**

<b>Component</b>	<b>Share of Total Project Cost</b>
Capital Expenditure (CAPEX)	<b>Minimum 60%</b>
Operational Expenditure (OPEX)	<b>Maximum 40%</b>
<b>Total</b>	<b>100%</b>

**Table 3: Year-wise CAPEX Allocation**

<b>Contract Year</b>	<b>CAPEX Allocation (% of total project cost)</b>
Year 1	Minimum 20%
Year 2	25% – 35%
Year 3	25% – 35%
Year 4	Maximum 10%
Year 5	Maximum 10%

**Note:** The aggregate CAPEX across all years shall not exceed 60% of the total Project Cost. OPEX shall be limited to the remaining 40%, covering training delivery, faculty development, placement ecosystem, digital operations and project management.

10.5.1.10. The Strategic Investment Plan shall be prepared in accordance with the prescribed SIP Template (Format A).

### 10.5.2. Annual Operating Plan (AOP)

10.5.2.1. Based on the approved SIP, the SPV shall submit an Annual Operating Plan for the first 12 (twelve) month period commencing on and from the Effective Date. The Annual Operating Plan shall include the detailed plan for undertaking the Upgradation Works (including construction schedule) and the operations plan for the Hub-and-Spoke Cluster.

10.5.2.2. 10.5.2.2. The Annual Operating Plan shall be accompanied by complete supporting documentation, including financial estimates, course roll-out plan, infrastructure plan, staffing plan and implementation schedule, as required under this RFP. The SPMU shall, within 14 (fourteen) days of submission of the Annual Plan by the SPV, review and provide comments, if any, to the State Government. The State Government shall, within 14 (fourteen) days of receipt of comments from the SPMU, approve or reject the Annual Operating Plan.

10.5.2.3. No Annual Operating Plan shall be implemented unless expressly approved in writing by the State Government.

- 10.5.2.4. The SPV shall submit a new or updated AOP for each subsequent 12 (twelve) month period until the expiry of the Term, at least 3 (three) months prior to the expiry of the then current AOP.
- 10.5.2.5. Where a revision to the approved annual budget, whether Capital Expenditure (CapEx) or Operational Expenditure (OpEx), is required and such revision remains within the overall financial envelope sanctioned under the SIP for that year, the Board of Directors of the SPV may recommend such intra-envelope reallocation or revision, subject to prior approval of the State Government.
- 10.5.2.6. Any revision or reallocation approved by the State Government shall be communicated to the State Steering Committee / National Steering Committee (SSC/NSC) within fifteen (15) days of the approval.
- 10.5.2.7. Any proposal that seeks to exceed the annual CapEx or OpEx limits defined under the SIP, including any proposal amounting to a major change in project scope or cost, shall require prior approval of the SSC/NSC before implementation.
- 10.5.2.8. The Annual Operating Plan shall be prepared in accordance with the prescribed AOP Template (Format B).

#### **10.6.About Special Purpose Vehicle (SPV)**

- 10.6.1. For the purposes of implementation of the Project, the Selected Bidder shall incorporate a Special Purpose Vehicle (SPV). The SPV will be a non-profit entity with the charitable object of the promotion of vocational education by means of the upgradation and management of ITIs in accordance with the terms of the Scheme. The SPV will be incorporated as private limited company limited by shares with charitable objects under, and in accordance with the terms of, Section 8 of the Companies Act, 2013. The name, and the location of, the registered office of the SPV will be as mutually agreed between the Shareholders. The SPV shall be the dedicated project company responsible for undertaking the upgradation, operation, management and maintenance of the identified Hub-and-Spoke ITI Cluster and for performing all obligations arising under this RFP.
- 10.6.2. The SPV shall be an industry-led entity, with equity participation of the Anchor Industry Partner, the Central Government and the State Government. The shareholding pattern of the SPV shall be as follows: Anchor Industry Partner (AIP): 51%, Central Government: 24.5% and State Government: 24.5%
- 10.6.3. The Project shall be implemented under a cost-sharing and investment framework broadly corresponding to approximately 50% Central Government contribution, 33% State Government contribution and 17% Industry contribution, as reflected in the approved Strategic Investment Plan. The SPV shall be capitalised in accordance with the approved Strategic Investment Plan and shall be responsible for bringing in and ensuring timely availability of the entire industry share of project investment.
- 10.6.4. The broad framework relating to the functions, ownership and shareholding structure, governance, leadership, staffing, voting rights, asset custody and insurance, permissible and prohibited revenue sources, and continuation or dissolution of the SPV is set out in Chapter 13 (Special Purpose Vehicle Details) of this RFP.

## **10.7.Scope of the SPV**

- 10.7.1. **Upgradation Works:** The SPV will be responsible for designing, financing and undertaking the works to upgrade the ITIs in the Hub-and-Spoke Cluster. The upgradation or expansion works may include civil works, refurbishment works (including refurbishment of labs), replacing old equipment and/or machinery, procuring or leasing and installing new equipment and/or machinery, upgrading IT infrastructure and software (including installation of new enterprise management systems and other software), staff facilities, and other associated infrastructure ("Upgradation Works"). The SPV shall also be responsible for obtaining the NCVET/NSDC approvals required for the upgradation of the ITIs.
- 10.7.2. **Operations and Management:** The SPV will be responsible for the day-to-day operations and management of the ITIs in the Hub-and-Spoke Cluster, which will include conducting training under the existing courses, introducing new courses and redesigning existing courses (to the extent permissible), training of the trainers, setting up centres/centres production/incubation excellence, managing the staff and personnel at the ITIs (including payroll and other associated services for staff who are the employees of the SPV), engaging with industries and local government representatives, other HR and administrative and management functions, etc. of
- 10.7.3. **Other Services:** The SPV will be responsible for enhancing student-services related to placement, counselling, on-the-job training, life skills, etc., deploying (if required) digital interface (i.e., the Management System). identifying, commencing and/or managing additional revenue streams for the ITIS, promoting the ITIs in the Hub-and-Spoke Cluster, and developing partnerships/relationships for potential placement opportunities (as may be required). [undertaking (either by itself or through a third party) commercial activities such as operating cafeterias, ITI student accommodation/hostel facilities and parking lots], etc.

## **10.8.Courses**

### **10.8.1. Existing Courses**

- 10.8.1.1. The Bidder shall continue all existing courses without any reduction in trades, units or seat capacity, except where a trade has been declared obsolete, and only with the prior approval of the State Steering Committee/ State PMU.
- 10.8.1.2. The Bidder shall mandatorily upgrade existing courses as per Table 4 and Table 5 given below, at each Hub ITI and each Spoke ITI within three (3) months from the effective date (as prescribed in 10.3.1). The Bidder shall commence the upgraded courses from the immediately succeeding Academic Year following the completion of the aforesaid timeline.
- 10.8.1.3. The Bidder must adhere to the Key Performance Indicators (KPIs) as outlined in Section 15.4. of this RFP. DGT also offers the Dual System of Training (DST) for all CTS courses. This model can be effectively utilized by the SPV to provide trainees with enhanced industry exposure, thereby aligning their skills with real-world requirements.

10.8.1.4. Fees for existing Craftsmen Training Scheme (CTS) courses shall continue to be charged strictly in accordance with the fee structure approved by the State Government. In cases where the State Government mandates subsidised or zero fees for specific categories of trainees (including, but not limited to, female candidates), the State Government shall compensate the Special Purpose Vehicle for the resulting shortfall in fee collections, through grant transfers (beyond the State Contribution towards the cluster under PM-SETU scheme), in accordance with applicable State Government rules. Such compensation shall be treated as part of the SPV's operational revenue.

### 10.8.2. *Full-Time CTS Courses*

10.8.2.1. **Course Details:** The Bidder must mandatorily commence new age courses in each Hub ITI and Spoke ITI within one (1) year from the effective date (as prescribed in 10.3.1) as per Table 4 and Table 5 given below. The Bidder shall commence the new courses from the immediately succeeding Academic Year following the completion of the aforesaid timeline.

10.8.2.2. **Affiliation:** The bidder must introduce new courses also in addition to existing trades including short-term NSQF courses duly affiliated with NCVET norms.

10.8.2.3. **Selection Criteria:** New Age Courses must be proposed based on Demand and Gap Analysis – integration of technology, development of new curricula and establishment of Centers of Excellence (CoEs) to enhance training quality and relevance.

10.8.2.4. **Fee:** The Bidder may decide the fee for the New age courses, however, Fees for such courses shall not exceed **three times** the corresponding DGT-prescribed fee (**Appendix-V**) (refer to [https://dgt.gov.in/sites/default/files/2024-02/Normative%20Training%20Fee%20for%20Private%20ITIs\\_1.pdf](https://dgt.gov.in/sites/default/files/2024-02/Normative%20Training%20Fee%20for%20Private%20ITIs_1.pdf))

10.8.2.5. The reservation, exemption and reimbursement related provisions of State Government norms shall apply mutatis mutandis, subject to amendments and modifications by the State Government.

### 10.8.3. *New CITS Courses*

10.8.3.1. The Selected Bidder shall introduce a total of **four (4) new CITS courses across the Cluster** during the Contract Term.

10.8.3.2. The roll-out of such CITS courses shall be phased as prescribed in Table 4 and Table 5 below, in accordance with the timelines and implementation plan set out in the approved Strategic Investment Plan.

### 10.8.4. *Introduction of New CTS Courses – Sectoral Balance and Alignment*

10.8.4.1. The Selected Bidder shall be responsible for the identification, design, approval support and implementation of new CTS courses under the PM-SETU framework, ensuring balanced sectoral representation aligned with local labour-market demand, active industry participation, and national skilling priorities.

b) The Selected Bidder shall propose and operationalise a minimum number of new CTS courses as prescribed in Table B below, subject to the following mandatory conditions:

- i. The proposed CTS courses shall be distributed across at least three (3) distinct industry sectors.
  - ii. Not more than fifty percent (50%) of the proposed CTS courses shall belong to any single sector.
  - iii. At least one (1) CTS course shall be from an emerging or future-oriented sector, including but not limited to electronics, automation, green energy, digital skills, or healthcare.
- c) Failure to comply with the above sectoral distribution and emerging-sector requirement shall render the Bid technically non-responsive.

**10.8.5. Short-term Courses**

10.8.5.1. The Bidder must mandatorily commence short-term courses in each Hub ITI and Spoke ITI in every Academic Year based on Cluster Demand as per Table 4 and Table 5 given below. The number of said courses may further be increased based on Local industrial requirements.

10.8.5.2. **Fee:** The Bidder may decide the reasonable fee for the Short-term courses.

10.8.5.3. There shall be no reservation for Short-term courses.

**Table 4: Total course targets (per typical cluster = 1 Hub + 4 Spokes)**

Course category	Per Hub	Per Spoke	Cluster total (1 Hub + 4 Spokes)
Existing courses to be upgraded (as per industry req.)	10	8	42
New full-time CTS / long-term courses to be commenced	4	2	12
New short-term courses to be introduced (STT, 3–6 months etc.)	—	—	10 (cluster target)
New CITS courses to be introduced	—	—	4 (cluster target)

Notes: short-term courses are a cluster target (10 per Hub-and-Spoke cluster) and are demand-driven; final list and timing to be set out in the SIP.

**Table 5: Academic Year-wise rollout (per cluster: 1 Hub + 4 Spokes)— Academic Years 1 → 3**

Academic Year	Existing Courses to be Upgraded	New Full-Time CTS Courses	New CITS Courses (Cluster)	New Short-Term Courses (Cluster)
Year 1	Hub: 5 upgraded; Spoke: 4 upgraded Per Cluster → 5 + (4×4)=21	—	—	—

<b>Year 2</b>	Hub: 5 upgraded; Spoke: 4 upgraded Per Cluster → 5 + (4×4)=21	Hub: 2 new; Spoke: 1 new per Spoke → 1 + (1×4)=6	2 per cluster	5 per cluster
<b>Year 3</b>	Continue upgraded courses	Hub: 2 new; Spoke: 1 new per Spoke → 1 + (1×4)=6	2 per cluster	5 per cluster
<b>Year 4 onwards</b>	Continue upgraded courses	Review & optimisation; niche additions only if SIP and NSC approve	Continue sustainability measures	Additional new courses if SIP requires

#### 10.8.6. Controlling Provisions:

1. The above tables set out the minimum mandatory course targets and indicative phasing. The Bidder shall not reduce these commitments.
2. Final course names, sequencing, annual intake capacity, and ITI-wise distribution shall be detailed in the approved SIP and Annual Operational Plans (AOPs).
3. Achievement of the year-wise course rollout targets shall form part of the Key Performance Indicators (KPIs) linked to fund disbursement and performance evaluation.
4. Any deviation from the above phasing shall require prior approval of the Competent Authority.

#### 10.9. Non-Substitution of Obligations through Online / Digital Training

10.9.1. Online, digital, or virtual training components, if any, shall not be considered a substitute for physical training delivery, practical instruction, laboratory work, on-the-job training (OJT), or placement-linked obligations of the Selected Bidder.

10.9.2. Delivery of training in online or virtual mode shall not be treated as discharge of the Selected Bidder's core contractual obligations under this Project.

10.9.3. Limited use of online, digital, or virtual training modes may be permitted only for theory, orientation or employability-related modules, subject to a maximum cap of ten percent (10%) of the total course duration, and strictly in accordance with applicable regulatory norms and approvals.

#### 10.9.4. The Bidder must also ensure the following

10.9.4.1. Quality Upgradation / expansion works including civil & refurbishment works (incl. refurbishment of labs).

10.9.4.2. Replacing old equipment and/or machinery, installing new equipment and/or machinery.

10.9.4.3. Upgrading IT infrastructure and software (including installation of new enterprise management systems and other software), staff facilities and other associated infrastructure

10.9.4.4. Industry Partnerships and Placement Ecosystem.

10.9.4.5. Establish placement linkages with at least 10 new industry partners.

- 10.9.4.6. Sign MoUs with industry players in 3 new sectors to launch industry-led courses.
- 10.9.4.7. Setting up tracking & reporting mechanism for key metrics and data points (e.g., enrolment, placement, faculty, etc.)
- 10.9.4.8. Setup of Support Services (e.g., Counselling) for Candidates from Underrepresented Groups.
- 10.9.4.9. Foundational Courses to Bridge Gaps / Differences in Candidates' Starting Points.
- 10.9.4.10. Developing a digital interface and Learning Outcome Management System (LOMS) for mapping the entire network of Hub-and-Spoke ITI clusters, real time data capture, digital learning avenues including artificial and virtual reality (AR/VR) capabilities, simulation and linkages with the national datasets and Skill India Digital Hub (SIDH).
- 10.9.4.11. A human resource plan for managing the implementation of the upgradation plan for both Hub and Spoke ITIs, including a managerial layer, trainers and administrative staff and adoption of better HR practices, leading to improved training outcomes.
- 10.9.4.12. The Preferred Bidder shall be required to ensure the infrastructure readiness for the skill training program including but not limited to construction, establishment or renovation of the required infrastructure and deployment of required resources including human resources, tools and equipment for the operations of ITI as per applicable NCVET /NSDC norms.
- 10.9.4.13. Curriculum must be based on NSQF Curriculum NCVT approved courses. The training curriculum must have mandatory modules on soft skills including career counselling, computer literacy, financial literacy and entrepreneurship.

## **10.10. Additional Scope and Obligations of the Selected Bidder/SPV**

- 10.10.1. **Phased Implementation, Baseline Assessment and Transition Management:** The Selected Bidder shall undertake the Project in a structured and phased manner, in accordance with timelines and milestones prescribed by the Authority. Prior to commencement of upgradation works, the Bidder shall conduct a comprehensive baseline assessment of each ITI covering infrastructure, equipment, human resources, enrolment, training delivery and placement status. Based on such assessment, the Bidder shall prepare and implement a Transition Management Plan to ensure uninterrupted continuation of ongoing courses and training activities during the upgradation phase.
- 10.10.2. **Performance Standards, Outcomes and Monitoring Framework:** The Bidder shall be responsible for achieving defined output and outcome-based performance standards, including but not limited to enrolment enhancement, timely completion of course upgradation, introduction of new courses, faculty capacity building, industry engagement, and placement outcomes. The Bidder shall establish an integrated monitoring, tracking, and reporting mechanism for academic, operational, and financial parameters and shall submit periodic progress reports in

formats and frequency prescribed by the Authority. The Authority and its authorized agencies shall have the right to inspect, monitor and evaluate the performance of the Bidder at any stage of the Project.

- 10.10.3. **Compliance with Applicable Laws, Guidelines and Standards:** The Bidder shall, at all times, ensure strict compliance with the PM-SETU Guidelines, directives issued by DGT, NCVET, NSDC and all applicable central and state laws, rules, regulations, and policies, including those relating to labour, safety, environment, and data protection. Any non-compliance, penalties, or adverse consequences arising therefrom shall be solely borne by the Bidder, and the Authority shall not be liable in any manner whatsoever.
- 10.10.4. **Risk Allocation and Financial Responsibility:** The Bidder shall bear full responsibility and risk for financing, implementation, operation, and maintenance of the Project, including risks relating to cost overruns, enrolment and mobilization shortfalls, technology obsolescence, and revenue generation from additional activities. Under no circumstances shall the Authority be liable for any financial losses, funding gaps, increase in tariffs, or operational shortfalls arising during the Contract period.
- 10.10.5. **Data Management, Digital Systems and Cybersecurity:** All data generated, collected, or processed in connection with the Project, including student, faculty, academic, placement, and financial data, shall vest with the Authority. The Bidder shall ensure secure storage, processing, and transmission of such data in compliance with applicable data protection and cybersecurity norms. The Bidder shall be responsible for maintaining confidentiality, integrity, and availability of data and shall implement adequate safeguards against unauthorized access, misuse, or data breaches.
- 10.10.6. **Asset Creation, Maintenance and Handback:** All assets created, upgraded, procured, or installed under the Project shall be maintained by the Bidder in good working condition throughout the License Period and be insured as per provisions of this RFP (Chapter IV). Upon expiry or termination of the License Agreement, the Bidder shall hand over all such assets, along with updated asset registers, technical documentation, and system access, to the Authority in a usable and encumbrance-free condition, in accordance with the handback provisions of the License Agreement.
- 10.10.7. **Business Continuity, Exit Management and Knowledge Transfer:** The Bidder shall prepare and maintain a Business Continuity Plan to ensure uninterrupted training and operations in the event of emergencies or unforeseen circumstances. The Bidder shall also implement an Exit Management and Knowledge Transfer Plan to ensure smooth transition of operations, staff coordination, data migration, and continuity of academic activities upon expiry or termination of the Project, without disruption to trainees or the Authority.
- 10.10.8. **Quality Assurance, Accreditation and Continuous Improvement:** The Bidder shall establish internal quality assurance mechanisms to ensure consistent training quality and alignment with industry standards. The Bidder shall facilitate inspections, audits, assessments, and accreditation processes conducted by DGT, NCVET, NSDC or any authorized agency and shall undertake continuous improvement of curriculum, pedagogy, and training delivery based on feedback, technological advancements, and industry requirements.

- 10.10.9. **Social Inclusion, Sustainability and Ethical Standards:** The Bidder shall implement appropriate measures to promote participation of women, persons with disabilities, and candidates from disadvantaged or underrepresented groups. The Bidder shall also ensure adoption of environmentally sustainable and ethical practices in infrastructure development, operations, and resource utilization in line with applicable policies and guidelines.
- 10.10.10. **Change Management and Scope Modification:** The Scope of Work may be amended or modified by the Authority to align with changes in PM-SETU Guidelines, state policy priorities, or technological advancements. The Bidder shall implement such modifications in accordance with the procedure and terms set out in the License Agreement.
- 10.10.11. **Statutory Compliance, Audit, and Procurement Framework:**
- 10.10.11.1. **Right to Information:** The Special Purpose Vehicle (SPV), being a Section 8 company receiving financial assistance from the Central Government and the State Government under the PM-SETU scheme, shall comply with the provisions of the Right to Information Act, 2005 to the extent applicable under law.
- 10.10.11.2. **Auditability:** The accounts of the Special Purpose Vehicle shall be subject to audit by a statutory auditor appointed in accordance with the Companies Act, 2013. Without prejudice to the foregoing, the Comptroller and Auditor General of India (CAG) shall have the right to audit, or cause to be audited, the utilisation of funds released by the Central Government and/or the State Government under the PM-SETU scheme, in accordance with applicable law. The audit by the CAG shall not extend to the audit of private funds or internal commercial operations of the Anchor Industry Partner beyond the extent required to verify utilisation of public funds.
- 10.10.11.3. **Procurement:** The Special Purpose Vehicle (SPV), being a Section 8 company incorporated under the Companies Act, 2013, shall undertake procurement and contracting in accordance with its Board-approved procurement policies, internal financial controls and applicable provisions of company law. State Government procurement legislation and rules, including the Rajasthan Transparency in Public Procurement Act and Rules, shall not apply to the procurements by the SPV.

## **10.11. Trainee Enrolment**

For all new Craftsmen Training Scheme (CTS) courses introduced under this initiative, applicable reservations for eligible categories (such as Scheduled Castes, Scheduled Tribes, etc.) shall be adhered to in accordance with prevailing Government norms.

In the case of short-term courses, the Special Purpose Vehicle (SPV) shall have the flexibility to determine enrolment criteria, with due consideration to inclusivity, local demand and institutional capacity.

## **11. PROJECT INVESTMENT**

### **11.1. Project Funding Mechanism**

11.1.1. The Project shall be implemented under a cost-sharing framework broadly corresponding to a funding pattern of 50% Central Government, 33% State

Government, and 17% Industry contribution, in accordance with the PM-SETU Guidelines.

- 11.1.1.1. If an industry partner contributes more than the minimum 17%, the required State contribution shall be reduced proportionately. The final ratio of Centre, State & Industry contribution shall be approved as part of the Strategic Investment Plan.
- 11.1.1.2. A minimum of 60% of the overall project cost shall finance capital expenditures (e.g., infrastructure, equipment), while the remaining amount can cover both capital and operational expenditures. The final ratio of capital expenditure and operational expenditure shall be approved as part of the approved Strategic Investment Plan.
- 11.1.1.3. If, during the term of the contract, there is a reduction in the capital expenses, the fund availability of the operational expenses shall be reduced in the approved ratio.
- 11.1.1.4. Any proposal to exceed the annual CapEx or OpEx limits defined in the SIP requires prior approval from the SSC/NSC.
- 11.1.1.5. Table below provides the indicative cost structure for upgradation of ITIs under the Hub-and-Spoke model, including the cost for a typical cluster comprising one (1) Hub ITI and four (4) Spoke ITIs.

**Table 6: Indicative Project Investment Structure**

<b>Item</b>	<b>Total Cost</b>	<b>Central Share (50%)</b>	<b>Maximum State Share (33%)</b>	<b>Minimum Industry Share (17%)</b>
<b>Upgradation of one Hub ITI (average)</b>	₹81 crore per ITI	₹40 crore	₹27 crore	₹14 crore
<b>Upgradation of one Spoke ITI (average)</b>	₹40 crore per ITI	₹20 crore	₹13 crore	₹7 crore
<b>One Hub + Four Spokes (Cluster Total)</b>	₹241 crore per cluster	₹120 crore	₹80 crore	₹41 crore

## **11.2.Funds & Escrow**

- 11.2.1. Funding under the scheme is channelled through a dedicated mechanism that ensures all partners contribute their share and ties fund releases to performance milestones. The key elements of this funding mechanism are the escrow account for pooling contributions and a milestone-based disbursement schedule as described below.
- 11.2.2. The payment tranche for Centre, State and Industry would be decided in the Annual Operational Plan (AOP) submitted by the SPV.
- 11.2.3. Each approved cluster SPV will operate an escrow bank account in Scheduled Commercial Bank in Rajasthan to collect funds from all sources. A separate Escrow Agreement shall be executed among concerned parties governing fund flow, utilization, monitoring, and audit.

- 11.2.4. Only direct financial contributions made by the Anchor Industry Partner to the SPV, as approved as part of the Strategic Investment Plan (SIP) and deposited into the designated escrow account, shall be considered as valid Industry Contribution for the purpose of meeting the mandatory minimum 17% industry share.
- 11.2.5. This escrow setup ring-fences the project funds, ensuring they are used solely for the cluster's upgradation activities and that each stakeholder's contribution is as approved as part of the Strategic Investment Plan.
- 11.2.6. The payment tranche for Centre, State, and Industry would be decided in the Annual Operational Plan (AOP) submitted by the SPV. All contributions – Central, State, and Industry – are deposited into this escrow account, and funds become available for the SPV's use only after all three parties have contributed their respective shares for a given tranche.
- 11.2.7. The money in the escrow cannot be diverted to other purposes or lent/advanced elsewhere.

### **11.3. Eligible Industry Investment**

- 11.3.1. The SIP prepared by the Industry Partner/Consortium/Joint Venture will outline the total cost of transformation of the Hub-and-Spoke cluster, including expenses related to infrastructure, equipment, trainers and other areas of upgradation, while focusing on the development and delivery of industry-aligned courses and the achievement of prescribed outcomes.
- 11.3.2. The funds will be contributed by the Anchor Industry Partner (AIP) by way of a grant to the SPV and may include CSR contributions (from the AIP or aggregated from other organizations).
- 11.3.3. The Anchor Industry Partner (AIP) may provide in-kind contribution (new equipment, software licenses, etc.) towards the project funding for hub-and-spoke clusters, however such contribution may not include used machinery or equipment, **provided that such in-kind contribution considered as investment shall be capped at up to 10% of the AIP's share in the total capital outlay.** The State Steering Committee may approve any such contribution as part of the Strategic Investment Plan (SIP) based on the valuation of such contribution, total cost of ownership (including recurring costs, maintenance costs, etc.), and any vendor lock-ins. The decision of SSC shall be final and binding.
- 11.3.4. Any operating profits for the SPV (i.e., operating revenue during the term in excess of the operating expenses as per the AOP for the year) shall be reported by the SPV. The same may be considered as eligible investment by the Anchor Industry Partner (AIP), subject to verification and approval by the State Steering Committee, **provided that such operating profit considered as investment shall be capped at up to 10% of the AIP's share in the total capital outlay.** Operating profits shall not be considered as part of the AIP's Industry Investment share during the first Academic Year.

### **11.4. Financial Controls**

- 11.4.1. All payments and expenditures under the scheme must be made through bank transfers/ electronic means. No cash transactions are allowed for scheme funds.
- 11.4.2. Before any new tranche of funds is released to the SPV, it must demonstrate substantial utilization of prior releases, in addition to fulfilment of prescribed Service

Level Agreement (SLAs). The SPV is required to submit periodic financial reports, including Utilization Certificates for funds expended.

11.4.3. Any interest income on idle funds must be remitted back to the Consolidated Fund of India. It is not to be treated as additional spending money for the SPV.

### **11.5. Permissible Capital Expenditure**

11.5.1. Bidders must ensure that scheme funds may be utilised for capital expenditure strictly in accordance with the approved SIP and within the ceilings prescribed under the PM-SETU Guidelines. Permissible capital expenditure shall include the following:

11.5.1.1. **Civil works and refurbishment work**, including refurbishment of laboratories, workshops, classrooms, hostels, and other training-related infrastructure required for ITI upgradation. Expenditure on civil infrastructure shall not exceed 20% of the total approved budget.

11.5.1.2. **Replacement of old equipment and/or machinery and procurement, leasing, and installation of new machinery, tools, and equipment** required for new and upgraded trades.

11.5.1.3. **Upgradation of IT and digital infrastructure**, including Learning Outcome Management System (LOMS), digital interfaces for real-time data capture, digital classrooms, AR/VR systems, and other technology-enabled training infrastructure

11.5.1.4. **Establishment of production centres, incubation centres, centres of excellence, and other facilities** that directly support training delivery, employability, entrepreneurship, and financial sustainability of ITIs

11.5.1.5. Capital expenditure not aligned with the approved SIP or exceeding the approved annual or overall ceilings shall require prior approval of the State Steering Committee and National Steering Committee, as applicable

### **11.6. Prohibited Capital Expenditure**

11.6.1. Scheme funds shall not be utilised for capital expenditure items that do not directly support training delivery, employability outcomes, or approved sustainability objectives. Prohibited capital expenditure shall include, but not be limited to, the following:

11.6.1.1. Construction of non-essential or non-training-related infrastructure, including lavish administrative buildings, residential quarters for private use, guest houses, or other facilities not required for ITI training or student services

11.6.1.2. Procurement of vehicles or transport assets for personal, executive, or non-training-related use

11.6.1.3. Acquisition of assets not included in the approved SIP or exceeding approved capital expenditure ceilings without prior approval of the competent authorities

11.6.1.4. Creation of encumbrances, mortgages, or security interests on scheme-funded assets without prior written consent of the State Government and Central Government, as applicable.

## **11.7. Permissible Operational Expenditure**

- 11.7.1. Bidders must ensure that scheme funds are utilised for operational expenditure required for effective operation and management of the Hub-and-Spoke ITI Cluster, subject to compliance with the approved SIP and AOPs. Permissible operational expenditure shall include the following:
- 11.7.1.1. **Human resource costs**, including recruitment, payroll, and related expenses of SPV staff such as managerial personnel, trainers, instructors, and administrative staff engaged by the SPV
  - 11.7.1.2. **Curriculum design, course development, modularisation, content development, and deployment** of new and redesigned CTS and non-CTS courses in accordance with NCVET and NSQF norms
  - 11.7.1.3. **Student services**, including placement services, counselling, remedial instruction, apprenticeships, entrepreneurship and start-up support, and On-the-Job Training
  - 11.7.1.4. **Capacity building and training of ITI leadership, trainers, and administrative staff**, including Training of Trainers (ToT) and industry immersion programmes
  - 11.7.1.5. **Monitoring, evaluation, and governance-related activities**, including data collection, performance assessment, reporting, audits, and engagement of monitoring agencies, as required under the scheme
  - 11.7.1.6. **Compliance-related costs**, including environmental, health and safety screening, labour welfare measures, grievance redressal systems, and compliance with applicable government rules and regulations
  - 11.7.1.7. **Operational costs associated with revenue-generating and sustainability-oriented activities** such as production centres, incubation centres, maker spaces, cafeterias, student accommodation, and parking facilities, whether operated directly by the SPV or through third parties, as approved in the SIP
  - 11.7.1.8. Any expenses incurred for engagement of a sub-contractor for the purposes explicitly permitted in this RFP and any fee paid for the said purpose.

## **11.8. Prohibited Operational Expenditure**

- 11.8.1. Scheme funds shall not be utilised for operational expenditure that is inconsistent with the objectives, fiduciary standards, and financial discipline mandated under the PM-SETU Guidelines. Prohibited operational expenditure shall include, but not be limited to, the following:
- 11.8.1.1. **Payment of dividends, profit distributions, or any form of surplus sharing to the AIP**, its affiliates, shareholders, or related parties
  - 11.8.1.2. **Servicing, repayment, or refinancing of debts, loans, or liabilities of the AIP or its group entities**, whether incurred prior to or during the scheme period
  - 11.8.1.3. **Excessive overheads, management fees, or advisory charges** that are not commensurate with market norms or not explicitly approved in the SIP and AOPs

- 11.8.1.4. **Financing or subsidising business activities, projects, or operations of the AIP or third parties** that are unrelated to the Hub-and-Spoke ITI Cluster or the objectives of the scheme
- 11.8.1.5. **Personal expenses, benefits, or perquisites of individuals** that are not directly related to scheme implementation or approved SPV operations
- 11.8.1.6. Expenditure in violation of the above prohibitions may result in withholding of fund releases, recovery of amounts, invocation of performance security, and other remedies as provided under the applicable financial rules.

## **12. ELIGIBILITY & EVALUATION CRITERIA**

### **12.1. Minimum Eligibility Criteria and Conditions**

- 12.1.1. Entities eligible to participate as Anchor Industry Partners (AIP) and to submit Bids under this RFP shall be Indian entities falling under any of the following categories, and shall have been in continuous operation in India for a minimum period of three (3) years as on 31.03.2025:
- 12.1.1.1. A company incorporated in India, including a Section 8 (Not-for-profit Company) and any foundation registered under the Companies Act established by a Company under the Companies Act, 2013 (Act 18 of 2013) or the Companies Act, 1956 (Act 1 of 1956).
- 12.1.1.2. A limited liability partnership registered under the Limited Liability Partnership Act, 2008 (Act 6 of 2009), or a partnership firm registered under the Indian Partnership Act, 1932 (Act 9 of 1932).
- 12.1.1.3. A society registered under the Societies Registration Act, 1860 (Act 21 of 1860) or any corresponding State legislation.
- 12.1.1.4. A public trust registered under the Indian Trusts Act, 1882 (Act 2 of 1882) or under any applicable State public trust legislation.
- 12.1.1.5. A foundation or trust, including entities eligible to act as implementing agencies under Section 135 of the Companies Act, 2013 and the Companies (Corporate Social Responsibility Policy) Rules, 2014, subject to compliance with this RFP.
- 12.1.1.6. A university or higher education institution established or incorporated under a Central Act or a State Act, including institutions declared as deemed-to-be-universities under Section 3 of the University Grants Commission Act, 1956 (3 of 1956).
- 12.1.2. **Consortium (incorporated or unincorporated Joint Venture) Bidding**
- 12.1.2.1. Proposals may be submitted by a single entity or by a Consortium/JV of not more than three (3) entities.
- 12.1.2.2. In case of a Consortium, the combined financial capacity, technical experience and employee strength of the Consortium Members shall be considered for meeting the minimum eligibility and technical evaluation criteria. Only those entities which will be equity shareholders in the SPV shall be permitted to be Consortium Members and considered for evaluation.

- 12.1.2.3. The Consortium shall nominate one of its members as the lead member (“Lead Member”). Upon selection, the Consortium Members shall collectively hold fifty-one percent (51%) of the subscribed and paid-up equity share capital of the SPV as the Anchor Industry Partner (“AIP”). Out of such fifty-one percent (51%), the Lead Member shall, at all times during the Term, hold not less than twenty-six percent (26%) equity shareholding in the SPV. The balance equity forming part of the AIP shareholding (up to twenty-five percent (25%)) shall be held by the other Consortium Members. The Lead Member shall be authorised to represent and bind the Consortium and the SPV in all matters relating to the Bidding Process and execution of the Project and shall have the primary responsibility for performance of the Project obligations.
- 12.1.2.4. The Proposal shall be accompanied by a binding Joint Bidding Agreement and a Power of Attorney, executed by the authorised signatories of all Consortium Members, authorising the Lead Member to act on behalf of the Consortium.
- 12.1.2.5. The Proposal shall include the information and documents required under this RFP for each Consortium Member, along with a brief description of their roles and responsibilities.
- 12.1.2.6. An Applicant shall submit only one Proposal, either individually or as a member of a Consortium. A member of one Consortium shall not be a member of any other Consortium.
- 12.1.2.7. No change in the composition of the Consortium shall be permitted after submission of the Proposal and during the subsistence of the contract, except with the prior written approval of the Authority.
- 12.1.2.8. The Joint Bidding Agreement shall, inter alia, provide that all Consortium Members shall be jointly and severally liable for the performance of all obligations under the RFP and the Project Agreements.

**Table 7: Minimum eligibility criteria or the pre-qualification criteria**

S.N.	Qualification Criteria	Sub-Criteria	Supporting Compliance document
1	<b>Eligibility</b>	The Bidder shall not have been debarred under RTPP Act by the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance Department, Government of Rajasthan, as on the RFP Due Date (Annexure ‘E’)	Incorporation documents of the Bidder. Undertaking signed by the Authorized signatory of the bidder (issued on the letterhead of the firm).
2	<b>Employee Strength</b>	Bidder should have at least 1000 employees on its payroll as on RFP Due Date	EPF returns / ESIC returns / Labor License / CA certificate / other statutory document
3	<b>Financial Capacity</b>	The bidder should have a minimum average annual turnover equal to or greater than INR 750 Cr. in the last 3 (three) financial years preceding the	A certificate issued by a statutory auditor/chartered accountant (with valid UDN) confirming the

		RFP Due Date. The bidder should have a positive net worth as on the financial year preceding the Bid Due Date	average annual turnover of the Interested Party during the stated Financial Years must be submitted.
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**Note: Financial Capacity and Employee Strength for Qualification**

For the purposes of evaluating financial capacity and employee strength of the Bidder (including Consortium/Joint Venture), the Bidder shall be permitted to rely upon the financial capacity and employment strength of its Parent Company, Holding Company, Subsidiary Company, Associate Company, Fellow Subsidiary, Affiliate or Foundation as defined under the Companies Act, 2013, subject to:

- submission of documentary evidence establishing such relationship; and
- submission of a legally binding undertaking by such entity to provide financial support to the Bidder/SPV for performance of obligations under the Project for the entire Contract Term, in a form acceptable to the Authority.

**12.2. Technical Evaluation Criteria**

Evaluation of the technical bid submitted by the Bidder in the RFP stage shall consist of two parts:

1. Technical Experience- 30 marks
2. Evaluation of the Strategic Investment Plan – 70 marks

The bidder shall be evaluated against a total of 100 marks, wherein the Technical Experience and Strategic Investment Plan shall have a weightage of 30 marks and 70 marks respectively.

**12.2.1. Technical Experience**

**Table 8: Indicative technical qualification criteria**

S. No.	Criteria	Requirements	Supporting Documents	Marks
1	<b>Investment in Skilling / Education</b>	Demonstrated investments (CSR or internal) in Skilling, vocational training, or education in the past 10 years preceding the bid due date.  Bidders shall submit <b>four (4) case studies</b> demonstrating experience in operating ITIs or similar training facilities during the last ten (10) years  <b>Evaluation Criteria:</b> <ul style="list-style-type: none"> <li>• Each case study will be evaluated on the relevance, scale, and impact achieved</li> <li>• A maximum of two (2) marks per case</li> </ul>	CSR reports / project briefs, CSR Forms / Partnership Agreements / CA Certificate	10

		<p>study shall be awarded:</p> <p><b>Low scale:</b> Skilling initiative engages fewer than 400 students annually – 0.5 mark</p> <p><b>Moderate scale:</b> Skilling initiative engages 400 - 1,200 students annually – 1 mark</p> <p><b>High relevance:</b> Skilling initiative engages more than 1,200 students annually – 2 marks</p> <p>Additional 2 marks, if one or more case studies involve engagement / projects with government or private ITIs</p>		
3	<b>Absorption &amp; Retention of Trainees</b>	<p>Absorption of ITI trainees (indicate if any ITI trainees have been hired as full-time employees – number of students / average salary range / level or grade hired in / their average retention).</p> <p><b>Evaluation Criteria:</b> Bidders will be awarded marks based on the number of ITI trainees hired as full-time employees on average over the last 5 years:</p> <ul style="list-style-type: none"> <li>• <b>Less than 100 trainees hired:</b> 1 mark</li> <li>• <b>100-300 trainees hired:</b> 2.5 marks</li> <li>• <b>More than 300 trainees hired:</b> 5 marks</li> </ul> <p><b>Note:</b> Only candidates retained for more than 9 months shall be considered for evaluation</p>	Payslips / Reports / etc.	5
4	<b>Human Resource</b>	<p>Adequate qualified technical and managerial team for implementation.</p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>○ Bidders must provide profiles for proposed SPV Chief Executive Officer (CEO) and three Subject Matter Experts (SMEs)</li> <li>○ All personnel must be on roll or under contract with the AIP at the</li> </ul>	Number of technical experts that will engage in scheme implementation along with a minimum 10 years of	5

		<p>time of project commencement / SPV constitution</p> <ul style="list-style-type: none"> <li>○ The CEO and SMEs must be physically present during the presentation of the Strategic Investment Plan</li> <li>○ Evaluation will be based on their experience, expertise, and the quality of interaction during the presentation</li> <li>○ <b>CEO (2 marks):</b> <ul style="list-style-type: none"> <li>○ Evaluated on management experience and expertise in skilling initiatives</li> <li>○ Minimum 10 years of professional experience, including leadership in large-scale skill development or vocational programs</li> </ul> </li> <li>○ <b>Subject Matter Experts (up to 1 mark each, total 3 marks):</b> <ul style="list-style-type: none"> <li>○ Evaluated on sector-specific technical expertise and experience in skilling initiatives relevant to the cluster</li> <li>○ Minimum 10 years of domain experience in their respective technical or vocational areas</li> </ul> </li> </ul>	technical expertise relevant to the sector.	
5	<b>Academic &amp; International Linkages</b>	<p>Collaboration with academia (e.g., IITs, Polytechnics, Global TVET institutions, Sector Skill Councils, or international certification bodies. Indicate in table form:</p> <ol style="list-style-type: none"> <li>1. Number of partnerships</li> <li>2. Scope of partnership forged</li> <li>3. Achievement till date</li> </ol> <p>Any other relevant information, if any</p> <p><b>Evaluation Criteria:</b></p>	Letters of Collaboration / MoUs / Joint Projects	2

		<ul style="list-style-type: none"> <li>○ Collaborations will be evaluated basis relevance of partnerships, depth and scope of collaboration, achievements</li> <li>○ Up to 1 mark per partnership up to a maximum of 2 marks</li> </ul>		
7	<b>Business Interests</b>	Business Interests in Focus Sector(s) for Cluster <ul style="list-style-type: none"> <li>• Industry partner with business interests in one or more sectors relevant to the cluster – <b>2.5 marks</b></li> <li>• Industry partner with business interests in five or more sectors relevant to the cluster – <b>5 marks</b></li> </ul>	Annual Reports, Case Studies	5
8	<b>Financial Strength of Bidder</b>	Revenue/ Annual Turnover for last 3 year <ul style="list-style-type: none"> <li>• Annual Revenue/ Turnover more than INR 750 Cr. – <b>0.5 marks</b></li> <li>• Annual Revenue/ Turnover more than INR 2500 Cr. – <b>1.5 marks</b></li> <li>• Annual Revenue/ Turnover more than INR 5000 Cr. – <b>3 marks</b></li> </ul>	Annual Reports/ Certificate issued by a statutory auditor/chart ered accountant	3
	<b>Total</b>			<b>30</b>

**Note: Technical Experience for Qualification**

For the purpose of evaluating technical experience, only the eligibility and experience of the Bidder itself (including permitted Consortium/JV Members, where applicable) shall be considered. The credentials, experience or project experience of any Holding Company, Subsidiary Company, Associate Company, Fellow Subsidiary, Affiliate or Foundation shall not be considered unless such entity itself participates directly as a Bidder or as a Consortium/JV Member in accordance with this RFP.

**12.2.2. Evaluation of the Strategic Investment Plan**

12.2.2.1. The bidder will be required to submit a Cluster-wise SIP, along with a proposed annual operational plan (for first year) and co-funding plan, aimed at achieving the objectives and targets of Upgradation of ITIs under the PM-SETU scheme.

12.2.2.2. The SIP shall be evaluated on the parameters as detailed below. Each parameter and sub-parameter under the SIP will be evaluated on the Specificity and Detail of the proposal focusing on how clearly and comprehensively it articulates the strategy, investment details, timelines, milestones, feasibility, and expected outcomes.

12.2.2.3. The evaluation will consider the following dimensions:

- (a) **Clarity:** How clearly the proposal defines its objectives, scope, and implementation plan
- (b) **Comprehensiveness:** The extent to which the proposal addresses all required aspects, including resources, timelines, and outcomes
- (c) **Feasibility:** Practicality and realism of the proposed approach and milestones
- (d) **Innovation and Relevance:** Degree of alignment with new-age skills, emerging technologies, and industry needs
- (e) **Impact Potential:** Strength of projected outcomes in terms of scalability, employability, and sustainability

12.2.2.4. **Each parameter will be rated on a 3-level scale:**

- (a) **High:** Demonstrates strong strategic alignment, clear timelines, realistic milestones, measurable outcomes, and high implementation readiness
- (b) **Moderate:** Covers key aspects but lacks depth or clarity in timelines, milestone definition, or resource planning
- (c) **Low:** Generic proposal lacking specific timelines, milestones, or actionable strategies

**Table 9: Indicative Strategic Investment Plan Evaluation Criteria**

S. No.	Criteria	Expected Collaboration	Weightage
<b>1</b>	<b>Operational Plan and Strategy</b>		<b>10</b>
1.1	Overall strategy	Overall vision for the ITI, conceptualization of workstreams and org structure to manage the program end-to-end  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 3 Marks High: 5 Marks	5
1.2	Expertise Support	Proposed commitment in expertise support in terms of experts for curriculum, strategy etc.  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 3 Marks High: 5 Marks	5
<b>2</b>	<b>Training &amp; Industry Integration</b>		<b>17.5</b>
2.1	Course selection	Proposal on the courses to be upgraded with illustrative examples on kinds of changes, proposal for expected new long-term and short-term courses focused on new age skills with rationale  <b>Scoring Framework:</b> Low: 2 Mark	7.5

		Moderate: 5 Marks High: 7.5 Marks	
2.2	Curriculum Design and Delivery	Proposal for curriculum structure (incl. details on labs, industry exposure etc.), assessments and delivery of curriculum; view on curriculum for employability skills, digital literacy, soft skills and entrepreneurship  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 3 Marks High: 5 Marks	5
2.3	Infrastructure & Lab Setup	Plan for sector-specific labs for existing and proposed new courses, digital tools, simulators, and access to industry facilities. Also ensuring accessibility and relevance to the new age skills  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 3 Marks High: 5 Marks	5
<b>3</b>	<b>Employment Outcomes</b>		20
3.1	Employment & Placement Strategy	Job placement roadmap, apprenticeship/OJT model, absorption capacity within firm and other potential employers; Plan to increase in placements, apprenticeships of ITI Trainees and plan for increase in salary growth of trainees  <b>Scoring Framework:</b> Low: 5 Mark Moderate: 10 Marks High: 15 Marks	15
3.2	Overseas Mobility Opportunities envisaged	Plan for overseas mobility of trainees  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 1.5 Marks High: 2 Marks	2
3.3	Outreach & Inclusion Strategy	Plan for inclusion of women, PwDs, SC/STs/OBCs  <b>Scoring Framework:</b> Low: 1 Mark	3

		Moderate: 2 Marks High: 3 Marks	
<b>4</b>	<b>Governance Plan</b>		17.5
4.1	Plan for Governance	Provide a brief on clarity, depth, and feasibility in participation in SPV, contribution to Strategic Investment Plan (SIP), HR roadmap, infrastructure planning, sub-committee roles  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 2 Marks High: 4 Marks	4
4.2	Human Resource & Faculty Development	Provide an approach and relevance of subject matter experts and proposed HR strategy for trainers in continued operations of the Hub-and-Spoke ITI Cluster- incl. a plan for recruitment, ongoing capacity building and performance management of trainers; Proposal to build capacity of existing trainers  <b>Scoring Framework:</b> Low: 2 Mark Moderate: 4 Marks High: 6.5 Marks	6.5
4.3	Skill Demand Assessment	Plan for assessing skill requirements to identify trade offerings in the immediate term, and a long-term model as well  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 2 Marks High: 4 Marks	4
4.4	Data systems	Data system design to capture ongoing input, process and outcome metrics  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 2 Marks High: 3 Marks	3
<b>5</b>	<b>Other Relevant Areas</b>		5
5.1	Communication plan	Plan for communication for brand building, attracting students and making the ITI an aspirational, future-ready institute	2

		<b>Scoring Framework:</b> Low: 1 Mark Moderate: 1.5 Marks High: 2 Marks	
5.2	Revenue Model & Innovation	Proposed revenue streams through training, consulting, assessments, shared infrastructure, prototyping, incubation, production, placements, etc.  <b>Scoring Framework:</b> Low: 1 Mark Moderate: 1.5 Marks High: 2 Marks	2
5.3	Others	Any unique features, models, or ideas proposed that go beyond ToR — e.g., international linkages, SDG alignment, R&D hubs  <b>Scoring Framework:</b> Low: 0.5 Mark Moderate: 0.75 Marks High: 1 Marks	1
	<b>Total</b>		<b>70</b>

### 12.2.3. Presentation of Strategic Investment Plan

The bidder shall present the Strategic Investment Plan (SIP) before the Evaluation Committee to demonstrate the proposed strategy, implementation framework, timelines and expected outcomes.

The presentation will assess the clarity, feasibility, and quality of interaction of the proposed team, including the CEO and Subject Matter Experts, who must be present during the session.

### 12.3. Financial Evaluation Criteria

12.3.1. The financial bid will be opened only for bidders who obtain a score of more than 60 marks in the Technical Evaluation.

12.3.2. Overall Capital Outlay for the project should be INR 240 Cr. Industry Partner's (AIP's) financial contribution to the scheme over a period of five (5) years should be more than 17% of the total capital outlay.

12.3.3. The contributions from the State Governments shall be adjusted based on the AIP's committed investment. The maximum financial support shall be capped at ₹80 crore from the State Government.

12.3.4. **The financial qualification score shall be awarded based on AIP's proposed investment share.** For evaluation purposes, the bidder committing the highest

percentage contribution (as a share of total capital outlay) shall be awarded the maximum score of 100 marks. All other bids shall be scored proportionately on a normalized scale.

#### **12.4.Composite Scoring & Selection**

12.4.1. The selection of the Anchor Industry Partner (AIP) shall be based on a composite score comprising:

- (a) **Technical Score (T):** 80% weightage
- (b) **Financial Score (F):** 20% weightage

12.4.2. The final composite score (CS) shall be calculated using the formula below:

$$CS = (T \times 0.8) + (F \times 0.2)$$

Where:

**T:** Technical Score

**F:** Financial Score

#### **12.4.3. Technical Score (T): 100 Marks Maximum**

The technical score obtained by each eligible bidder shall be normalized against the highest technical score awarded, using the following formula:

$$T = (T_t / T_{t_{max}}) \times 100$$

Where:

**T<sub>t</sub>:** Technical Evaluation Score of the Bidder

**T<sub>tmax</sub>:** Highest Technical Evaluation Score among all bidders

#### **12.4.4. Financial Score (F): 100 Marks Maximum**

The Financial Score shall be based on the bidder's proposed financial contribution as a percentage of the total capital outlay.

- (a) The bidder offering the **highest financial contribution (% of capital outlay)** shall be awarded **100 marks**.
- (b) All other bidders shall be scored proportionately using the formula:

$$F = (B_t \% \text{ contribution} / B_{t_{max}} \% \text{ contribution}) \times 100$$

**B<sub>t</sub>:** Bidder's contribution to the total capital outlay

**B<sub>tmax</sub>:** Highest contribution to the total capital outlay among all bidders

### **13. SPECIAL PURPOSE VEHICLE (SPV) DETAILS**

#### **13.1.SPV Functions**

13.1.1. The Special Purpose Vehicle ("SPV") shall be the sole nodal entity responsible for the planning, implementation, operation, management, and maintenance of the Hub-and-Spoke ITI Cluster during the duration of the contract (POC).

13.1.2. The SPV shall be responsible for:

- 13.1.2.1. the development & management of the Cluster/s including delivery of training & employment outcomes.

- 13.1.2.2. upgradation of physical infrastructure, laboratories, machinery, and equipment.
- 13.1.2.3. development, redesign, and delivery of training programs, curricula, and pedagogy for existing and new courses ( as per NCVET and DGT norms & standards).
- 13.1.2.4. recruitment, engagement, training, and performance management of trainers and other staff.
- 13.1.2.5. financial operations & management, expenditure, revenue generation, accounting, procurement, and contract administration.
- 13.1.2.6. establishment of industry partnerships, apprenticeships, and placement linkages.
- 13.1.2.7. achievement and reporting of Key Performance Indicators (KPIs).
- 13.1.2.8. adopting digital systems ensuring compliance with applicable laws, NCVET/DGT norms, environmental and social safeguards, & the approved Strategic Investment Plan (SIP).
- 13.1.2.9. preparing an Annual Operational Plan (AOP)
- 13.1.2.10. mandatory monitoring, evaluation and reporting of performance data, assessment of outcomes, resolving implementation gaps, tracking through periodic tracer surveys.

### **13.2.SPV Ownership and Shareholding**

- 13.2.1. The SPV shall be incorporated as a not-for-profit company under Section 8 of the Companies Act, 2013.
- 13.2.2. SPV shall follow Industry-Led Model wherein The Anchor Industry Partner (“AIP”) shall hold 51% of the equity share capital and voting rights of the SPV. The remaining 49% equity shall be held equally by the Central Government and the State Government.
- 13.2.3. The Special Purpose Vehicle shall be incorporated in such name as may be proposed by the Anchor Industry Partner and approved by the Board. The Hub ITI and/or Spoke ITIs may also be renamed or rebranded, subject to the prior approval of the Board of Directors of the SPV and in accordance with applicable laws, regulations and directions of the Central Government and the State Government.

### **13.3.SPV Board**

- 13.3.1. The SPV shall be governed by a Board of Directors constituted in accordance with the Companies Act, 2013 and the Shareholders’ Agreement (SHA).
- 13.3.2. The Board shall comprise: The Board shall have 11 Directors, at least 1 (one) of whom should be female, conforming to the following: Chairperson: To be nominated by the AIP in concurrence with the Government, Four (4) members other than the Chairperson to be nominated by the AIP. These members may serve as executive or non-executive members of the Board, Two (2) members nominated by the Central Government as non-executive members, Two (2) members nominated by the State Government as non-executive members, One (1) member, being the Joint Director of

the concerned zone of the selected cluster, representing the existing ITI leadership, Chief Executive Officer (CEO) of the SPV.

13.3.3. The Board shall also include the Principal of the Hub ITI and the Principals of all Spoke ITIs within the Cluster as non-voting invitees/observers, subject to the limitations of Companies Act, 2013.

13.3.4. The Board shall be responsible for strategic oversight, approval of annual plans and budgets, governance and fiduciary compliance, risk management, and performance monitoring.

### 13.4.SPV Leadership

13.4.1. The SPV Board is responsible for appointing a full-time Chief Executive Officer (CEO) and other key personnel through a merit-based process.

13.4.2. CEO shall be responsible for day-to-day management and operations of the SPV, implementation of the SIP, coordination with Government and industry stakeholders, achievement of KPIs, overseeing SPV's staff, which may include industry-recruited trainers and administrative personnel or government staff placed on deputation.

### 13.5.SPV Staffing

13.5.1. Retained Government Staff

13.5.1.1. The following sanctioned posts of existing ITI staff shall be retained at each Hub and Spoke ITI and shall coordinate with the SPV functioning of the ITI under the Project:

**Table 10: Retained Government Staff**

<b>Hub ITI</b>	<b>Spoke ITI</b>
ITI Principal	ITI Principal
Accountant	Ministerial Staff
Ministerial Staff	Two (2) Supporting Staff
Two (2) Supporting Staff	-

13.5.1.2. The above personnel shall continue to remain employees of the State Government, with all rights, obligations and service conditions applicable to such employees.

13.5.1.3. The State Government shall remain solely responsible for payment of salaries, allowances, benefits, pensions and all other emoluments payable to such staff, as well as for conduct of annual performance appraisals, which may take into account inputs provided by the SPV.

13.5.2. Withdrawal of Other Government Staff: Except for the staff expressly retained under above Clause, all other existing Government staff posted at the ITIs will be withdrawn by the State Government, in accordance with applicable rules.

13.5.3. Deputation and Engagement of Government Staff

13.5.3.1. The SPV shall have the option to engage existing Government employees working at ITIs in the Hub-and-Spoke Cluster on Foreign deputation basis subject to:

- (a) Fulfilment of eligibility and performance criteria prescribed by the SPV
- (b) Willingness and written consent of the concerned employee

(c) Compliance with applicable State service rules permitting Foreign deputation to SPVs or private entities (as per Part V Chapter XIII, Rules 141-157 of the Rajasthan Service Rules available at <https://finance.rajasthan.gov.in/docs/rules/rsr/rsrrules.pdf>)

13.5.3.2. Deputation of Government employees to the SPV shall be for the duration of the Project or such period as may be agreed and such employees shall be governed by the HR policies and performance management framework of the SPV during the Foreign deputation period.

13.5.3.3. For Government employees placed on Foreign deputation with the SPV, lien and seniority in Government service shall be protected, in accordance with applicable service rules.

#### 13.5.4. Private Sector Hiring by SPV

13.5.4.1. The SPV shall have flexibility to hire new personnel for academic, administrative, managerial, technical and support functions as required for effective implementation and operation of the Project.

13.5.4.2. All personnel hired by the SPV shall be employees of the SPV only and shall not be deemed to be employees of the State Government for any purpose.

13.5.4.3. The SPV shall be solely responsible for payment of salaries, benefits, statutory contributions, performance management and separation of such employees, and no liability shall accrue to the State Government during the existence of the SPV or after its dissolution.

13.5.4.4. The SPV shall ensure that DGT-prescribed Student–Instructor Ratio norms for all CTS and CITS courses, with each training unit having a capacity of 20–24 trainees, as per applicable guidelines in the Syllabus.

#### 13.5.5. Liability and Exit Provisions

13.5.5.1. The State Government and the Directorate of Technical Education Rajasthan, Department of Skill, Employment and Entrepreneurship (DSEE) shall not bear any financial, legal or employment-related liability in respect of staff engaged, retained or deputed by the SPV during the Contract period.

13.5.5.2. Upon expiry or termination of the Project, no liability whatsoever shall devolve upon the State Government in respect of personnel engaged by the SPV, including claims relating to salary, retrenchment, gratuity or continuation of employment.

### 13.6. Voting Rights

13.6.1. Voting rights of shareholders shall be proportionate to equity shareholding (simple majority of the directors present and voting at the relevant meeting of the Board.), subject to the provisions of the Shareholders' Agreement.

13.6.2. Notwithstanding the foregoing, Reserved Matters as specified in the SHA shall require prior written consent of the Central Government and/or State Government, as applicable, irrespective of shareholding percentage.

13.6.3. Quorum Requirements: For a board meeting to be valid, it must have the presence of at least one director from each of the three key stakeholders: the Central Government, the State Government, and the AIP.

## **13.7.Asset Ownership, Custody & Insurance**

### **13.7.1. General Principles**

13.7.1.1. This section governs the **ownership, possession, insurance, repair, replacement and treatment of assets** under the PM-SETU scheme during the PPP contract period.

13.7.1.2. For the purposes of this Chapter, assets are classified into the following three categories:

- (a) Assets transferred from the State Government to the SPV at the time of PPP contract award
- (b) Assets created or procured by the SPV leveraging grants under the PM-SETU scheme
- (c) Assets created or procured by the SPV leveraging operating profits generated during the PPP contract period.

### **13.7.2. Assets transferred from the State Government to the SPV at the time of PPP contract award**

13.7.2.1. All assets, including but not limited to land, building & equipment, transferred by the State Government to the SPV shall continue to be the property of the State Government.

13.7.2.2. The SPV shall be in possession of such assets under a lease agreement at an nominal annual lease amount. The lease agreements shall terminate at the end of the PPP contract period, after which possession of assets shall revert to the State Government.

13.7.2.3. The SPV shall not be allowed to mortgage any such moveable or immovable assets to raise debt for the functioning or operations of the SPV (or otherwise).

13.7.2.4. All assets (above a threshold value), including but not limited to land, building & equipment, transferred by the State Government to the SPV shall be insured by the SPV within a week of such transfer.

13.7.2.5. All such assets shall be insured by the SPV on an asset replacement cost basis for one year at a time, under Standard Fire and Special Perils Policy (SFSP), Burglary Insurance, and Employee Fidelity Insurance, at a minimum (where applicable).

13.7.2.6. The insured and beneficiary for all such insurance policies shall be the Skilling Department of the State Government.

13.7.2.7. Premiums for such policy shall be paid by the SPV as part of their operational expenses.

13.7.2.8. If any such asset is damaged or destroyed during the PPP contract period:

- (a) SPV shall ensure the insurance assessment is conducted within a week of such an incident for which insurance policies have been purchased.
- (b) The SPV shall initiate procurement or repair of the replacement asset (of equivalent or better specifications than the original) on finalization of the assessor's report.
- (c) In case the asset is serviceable or repairable, such service or repair shall be conducted by the SPV as part of its operational expenses.
- (d) The SPV shall file the insurance claim within a week of finalization of the assessor's report.

(e) The insurance claim amount received by the State Government shall be transferred to the SPV within a week of such receipt by the State Government. A 12% interest (per annum) shall be payable in case of any payment delays beyond 7 days.

(f) The cost of repair, service, or procurement of such assets (net of claim amount transferred from the State Government to the SPV) shall not be considered as part of the AIP contribution towards the PM-SETU scheme.

**13.7.3. Assets created or procured by the SPV leveraging grants under PM-SETU scheme**

13.7.3.1. All assets, including but not limited to land, building & equipment, created or procured by SPV leveraging the grants under the PM-SETU scheme (including Centre, State, and AIP contribution) shall continue to be the property of the State Government.

13.7.3.2. The SPV shall be in possession of such assets under a lease agreement at an nominal annual lease amount. The lease agreements shall terminate at the end of the PPP contract period, after which possession of assets shall revert to the State Government.

13.7.3.3. The SPV shall not be allowed to mortgage any such moveable or immovable asset to raise debt for the functioning or operations of the SPV (or otherwise).

13.7.3.4. All assets (above a threshold value), including but not limited to land, building & equipment, created or procured by SPV leveraging the grants under the PM-SETU scheme (including Centre, State, and AIP contribution) shall be insured by the SPV within a week of such creation or procurement.

13.7.3.5. All such assets shall be insured on an asset replacement cost basis for one year at a time, under Standard Fire and Special Perils Policy (SFSP), Burglary Insurance, and Employee Fidelity Insurance, at a minimum (where applicable).

13.7.3.6. The insured and beneficiary for all such insurance policies shall be the Skilling Department of the State Government.

13.7.3.7. Premiums for such policy shall be paid by the SPV as part of their operational expenses.

13.7.3.8. If any such asset is damaged or destroyed during the PPP contract period:

(a) SPV shall ensure the insurance assessment is conducted within a week of such an incident for which insurance policies have been purchased.

(b) The SPV shall initiate procurement or repair of the replacement asset (of equivalent or better specifications than the original) on finalization of the assessor's report.

(c) In case the asset is serviceable or repairable, such service or repair shall be conducted by the SPV as part of its operational expenses.

(d) The SPV shall file the insurance claim within a week of finalization of the assessor's report.

(e) The insurance claim amount received by the State Government shall be transferred to the SPV within a week of such receipt by the State Government. A 12% interest (per annum) shall be payable in case of any payment delays beyond 7 days.

(f) The cost of repair, service, or procurement of such assets (net of claim amount transferred from the State Government to the SPV) shall be considered as part of the AIP contribution towards the PM-SETU scheme.

**13.7.4. Assets created or procured by the SPV, leveraging operating profits generated**

13.7.4.1. All assets, including but not limited to land, building & equipment, created or procured by SPV leveraging operating profits generated by the SPV during the PPP contract period shall continue to be the property of the State Government.

13.7.4.2. The SPV shall be in possession of such assets under a lease agreement at an nominal annual lease amount. The lease agreements shall terminate at the end of the PPP contract period, after which possession of assets shall revert to the State Government.

13.7.4.3. The SPV shall not be allowed to mortgage any such moveable or immovable asset to raise debt for the functioning or operations of the SPV (or otherwise).

13.7.4.4. All assets (above a threshold value), including but not limited to land, building & equipment, created or procured by SPV leveraging operating profits generated by the SPV during the PPP contract period shall be insured by the SPV within a week of such creation or procurement.

13.7.4.5. All such assets shall be insured on an asset replacement cost basis for one year at a time, under Standard Fire and Special Perils Policy (SFSP), Burglary Insurance, and Employee Fidelity Insurance, at a minimum (where applicable).

13.7.4.6. The insured and beneficiary for all such insurance policies shall be the Skilling Department of the State Government.

13.7.4.7. Premiums for such policy shall be paid by the SPV as part of their operational expenses.

13.7.4.8. If any such asset is damaged or destroyed during the PPP contract period:

(a) SPV shall ensure the insurance assessment is conducted within a week of such an incident for which insurance policies have been purchased.

(b) The SPV shall initiate procurement or repair of the replacement asset (of equivalent or better specifications than the original) on finalization of the assessor's report.

(c) In case the asset is serviceable or repairable, such service or repair shall be conducted by the SPV as part of its operational expenses.

(d) The SPV shall file the insurance claim within a week of finalization of the assessor's report.

(e) The insurance claim amount received by the State Government shall be transferred to the SPV within a week of such receipt by the State Government. A 12% interest (per annum) shall be payable in case of any payment delays beyond 7 days.

(f) The cost of repair, service, or procurement of such assets (net of claim amount transferred from the State Government to the SPV) shall be considered as part of the AIP contribution towards the PM-SETU scheme.

13.7.5. Any existing machinery, equipment or assets presently available at the ITIs and replaced, decommissioned or rendered surplus pursuant to the upgradation works shall not be sold, transferred, scrapped, bartered or otherwise disposed of by the SPV or the Selected Bidder. All such assets shall remain the property of the State

Government and shall be formally handed over to the State Government in good condition (reasonable wear and tear excepted), in the manner prescribed by the Authority. The State Government shall have the sole right to redeploy, reallocate or utilise such machinery and equipment at other ITIs or Government training institutions, as it may deem appropriate.

13.7.6. The provisions of this Chapter shall be binding on the SPV throughout the PPP Contract period and shall survive termination or expiry of the Contract to the extent necessary for enforcement of asset ownership, insurance claims, repair, replacement, handback obligations and settlement of outstanding liabilities, and shall be subject to the applicable provisions of this RFP/ Agreement.

### **13.8. Permissible and Prohibited Revenue Sources**

13.8.1. **Permissible Revenue Sources:** SPV may generate revenues to support operations and long-term financial sustainability of the Hub-and-Spoke ITI Cluster, subject to compliance with the scheme guidelines and the approved SIP. Permissible revenue sources shall include the following:

13.8.1.1. Fees collected from trainees for CTS and non-CTS courses, including executive education programmes, diplomas, short-term courses, industry-certified courses, and other demand-driven training programmes introduced by the SPV

13.8.1.2. Revenues generated from production centres, incubation centres, maker spaces, and other industry-aligned facilities established within ITIs, including income from undertaking industry job work or services

13.8.1.3. Fees or charges from use or rental of training facilities, laboratories, equipment, or infrastructure for industry training, upskilling of working professionals, or allied purposes, as approved in the SIP

13.8.1.4. Corporate Social Responsibility (CSR) contributions, grants, and donations received from shareholders or third parties, subject to applicable laws

13.8.1.5. All revenues generated by the SPV, including fees collected from CTS courses, shall be appropriated and utilised by the SPV solely towards the upgradation, operation, and management of the ITIs in line with the approved SIP.

13.8.2. **Prohibited Revenue Sources:** SPV shall not generate or retain revenues from activities that are inconsistent with the objectives of the PM-SETU scheme or not expressly permitted under the Guidelines or the License Agreement. Prohibited revenue sources shall include, but not be limited to, the following:

13.8.2.1. Revenues derived from activities unrelated to training delivery, employability enhancement, entrepreneurship support, or sustainability of ITIs under the Hub-and-Spoke cluster

13.8.2.2. Any revenue generated through sub-leasing, sale, or commercial exploitation of ITI land, buildings, or assets to third parties for purposes not approved in the SIP or not permitted under the License Agreement

13.8.2.3. Any form of revenue or consideration that results in private appropriation of public funds or assets, including profit distribution or dividend-like arrangements, whether direct or indirect.

- 13.8.2.4. The SPV **shall not undertake any activity** inconsistent with its not-for-profit character or contrary to Scheme objectives. **All revenues shall be reinvested** exclusively for institutional sustainability and quality enhancement.
- 13.8.2.5. Asset Encumbrance: The SPV is prohibited from creating any "Encumbrance" (such as a mortgage, pledge, or lien) on the project assets or the ITI land/infrastructure.
- 13.8.2.6. Unauthorized Indebtedness: The SPV cannot incur any indebtedness following the specific protocols defined in the Shareholders' Agreement (SHA) & License Agreement.

### **13.9.Continuation and Dissolution of SPV**

- 13.9.1. The SPV shall remain valid for the duration of the License Agreement.
- 13.9.2. During Period of License, the Anchor Industry Partner (AIP) is subject to a Lock-In Period, meaning it cannot transfer its shares without government consent until the license expires.
- 13.9.3. At the end of the Contract Period, if the performance of the Special Purpose Vehicle was satisfactory, the Anchor Industry Partner may, by mutual agreement, acquire the equity held by the State Government and the Central Government in the Special Purpose Vehicle (SPV), in accordance with applicable laws, and thereafter continue operating the SPV for any lawful purpose.
- 13.9.4. Upon the expiry or termination of the License Agreement, all assets (new machinery, buildings, or equipment) created or acquired by the SPV must be immediately handed over to the State Government in accordance with the relevant provisions of this RFP.
- 13.9.5. Performance-Based Continuation: Continuation is contingent upon meeting Key Performance Indicators (KPIs) monitored by SPMU.
- 13.9.6. Dissolution of the SPV will base upon following:
  - 13.9.6.1. Mutual Consent: All shareholders (AIP, Central Government, and State Government) agree to terminate the SHA.
  - 13.9.6.2. Event of Default: If the AIP commits a material breach, becomes insolvent, or fails to meet critical obligations, the Government can exercise its right to require the liquidation/winding-up of the SPV.
  - 13.9.6.3. Upon expiry or termination of the License Agreement (other than termination by mutual agreement), the Central Government and the State Government shall have the right to:
    - (a) cause the SPV to be wound up; or
    - (b) acquire the AIP's shareholding at the lowest permissible value under applicable law and appoint a replacement industry partner.

## **14. DELIVERABLES & MILESTONES**

### **14.1.Minimum Development Obligations (MDOs)**

- 14.1.1. AIPs / SPVs are expected to fulfil the following Minimum Development Obligations (MDOs) by the end of **Academic Year 3**:
  - 14.1.1.1. **Increasing the enrolment capacity in existing CTS courses by at least 20%**
  - 14.1.1.2. **Introduction of new courses & upgradation of existing courses**
    - a. Four (4) new CTS courses in hub ITIs to be introduced, and ten (10) existing courses to be upgraded

- b. Two (2) new CTS courses per spoke ITIs to be introduced, and eight (8) existing courses to be upgraded
  - c. New CTS courses to obtain NCVT/SCVT affiliation via NSQF green channel approval process
  - d. Ten (10) new industry-led short-term courses per Hub-and-Spoke ITI cluster to be introduced
  - e. Four (4) new CITS courses to be introduced across the cluster.
- 14.1.1.3. **Trainer vacancy rate at or below 10%** (vs. strength sanctioned as part of SIP, to not be less than the strength based on the mandated faculty-trainee ratio as per DGT norms)
- 14.1.1.4. **Completion of 80% of the required proposed Capital Expenditure**
- a. Upgradation / expansion works including civil & refurbishment works (including refurbishment of labs)
  - b. New machinery & updation of outdated machinery to meet existing & new course requirements
  - c. Upgrading IT infrastructure and software (including installation of new enterprise management systems and other software), staff facilities, and other associated infrastructure
- 14.1.1.5. **Deepening Industry Partnerships and Placement Ecosystem**
- a. Setting up a dedicated cell for Placement, Internships and OJTs
  - b. Sign MoUs with industry players in 3 new sectors to launch industry-led courses
- 14.1.1.6. **Strengthening Student Services & Support**
- a. Setup of Support Services (e.g., Counselling) for Candidates from Underrepresented Groups
  - b. Setup of Foundational Courses to Bridge Gaps / Differences in Candidates Starting Points
  - c. Updation of courses to include language, soft skills, and computer operation modules (where applicable)
- 14.1.1.7. **Setting up SPV Governance**
- a. Institutionalization of quarterly board meetings to review SPV performance
  - b. Setup clear reporting mechanism for key metrics and data points (e.g., enrollment, placement, faculty, etc.)

## 14.2.SIP Guardrails – Baseline & Milestones

The Special Purpose Vehicle (SPV) shall propose annual wise milestones for each guardrail as part of the Strategic Investment Plan (SIP). These guardrails are intended to track implementation progress, capacity creation and institutional strengthening. SPVs are expected to fulfil the Minimum Development Obligations (MDOs) against each guardrail by completion of **Academic Year 3**.

**Table 11: SIP Guardrails**

<b>Impact Levers</b>	<b>Guardrail Theme</b>	<b>End of Academic Year 3</b>	<b>End of Final Academic Year 9</b>
<b><u>Capacity &amp; Efficiency Improvement</u></b>	<b>Increase in Seats (Existing Courses):</b> Percentage increase in sanctioned and operational seats in existing CTS courses over baseline	20% vs. baseline	40% vs. baseline
<b><u>Skilling Offerings Diversification</u></b>	<b>Number of New Courses Introduced:</b> Number of new CTS, short-term and CITS courses introduced during the reporting period	12 New CTS courses  10 Short term courses  4 CITS courses	-
<b><u>Curriculum Improvement</u></b>	<b>Number of Courses Reviewed and Updated:</b> Count of CTS and non-CTS courses whose curriculum has been reviewed and updated	42 courses (10 in hub; 32 in spoke)	-
	<b>Percentage of Courses with Blended Learning Pedagogy:</b> Share of courses incorporating blended learning approaches, including digital content, simulators, AR/VR, or technology-enabled delivery	40%	100%
<b><u>Recruitment &amp; Training of Quality Faculty</u></b>	<b>Faculty Vacancy Rate:</b> Percentage of sanctioned trainer and instructor positions remaining vacant (number of sanctioned positions to be approved as part of SIP)	10%	10%
	<b>Trainers Completing Advanced Training / Industry Immersion:</b> Percentage of SPV trainers completing at least four (4) weeks of	20% of faculty sanctioned	20% of faculty sanctioned

	advanced training, Training of Trainers (ToT), or industry immersion	strength (per year)	strength (per year)
<b><u>Hands-On Experience for Industry Alignment</u></b>	<b>Courses Led by Industry Practitioners:</b> Number of courses with formal involvement of industry practitioners in delivery or assessment	3 courses	-
	<b>OJT / Internships Facilitated:</b> Share of graduating trainees provided with On-the-Job Training, apprenticeships, internships, or structured industry immersion	30%	80%
	<b>Training in Digital Tools:</b> Percentage of courses including usage of digital tools, software, simulators	25%	50%
<b><u>ITI Governance &amp; Autonomy</u></b>	<b>Number of Governance and Performance Metrics Monitored:</b> Count of academic, operational, financial, and outcome metrics reviewed by the SPV Board and management	<b>All Program &amp; Process KPIs</b>	-

### 14.3. Program / Output KPIs – Baseline & Milestones

- 14.3.1. Program / Output KPIs shall be monitored annually [every Academic Year (“AY”)] and shall be aligned with the scheme-level KPIs prescribed under the PM-SETU Guidelines. Annual KPI targets shall be proposed by the Anchor Industry Partner as part of the Strategic Investment Plan (SIP) and approved by the Authority.
- 14.3.2. The details of the ITI Cluster, including the names of the Hub ITI and Spoke ITIs, are provided in “**Schedule-I**”. The baseline data for the ITI Cluster is annexed in “**Schedule-II**”.
- 14.3.3. Each KPI shall be subject to mandatory year-on-year improvement obligations, measured against the preceding Academic Year’s achieved level, in accordance with the year-wise milestones set out below.
- 14.3.4. The SPV shall ensure that performance under each KPI improves progressively and without regression and reaches not less than the terminal benchmark specified herein within the prescribed time. Program KPIs shall be reported annually by the SPV and shall be grouped under the three objective areas:

**Table 12: Key Performance Indicators**

Objective Areas	Program / Output KPIs	End of AY 1	End of AY 2	End of AY 3	End of AY 4	End of AY 5 & 6	End of AY 7 & 8	End of AY 9
<b>Scale &amp; Efficiency</b>	<b>CTS Enrolment Rate</b> (count of students appearing for final examinations vs. total number of available seats)	Baseline + 5%	Previous year + 5%	Minimum 95%				
	<b>CTS Pass Percentage</b> (count of students passing final examinations vs. count of students appearing for final examinations)	Baseline + 5%	Previous year + 5%	Minimum 90%				
<b>Quality</b>	<b>Placement Rate for CTS Trainees</b>	Baseline + 5%	Previous year + 5%	Minimum 80%				

	(count of students securing a job vs. count of students enrolled)							
	<b>Enrolment Share of Priority Groups in CTS courses:</b> Share of women, PwD, SC, ST, OBCs in total enrolment across CTS and non-CTS courses (enrolment considered as students appearing for final examinations)	Baseline + 5%	Previous year + 5%	Minimum 50%				
<b>Industry Co-Ownership &amp; Sustainability</b>	<b>Share of Hub ITI Graduates Recruited by Industry Partner</b> (count of students securing a job with organizations in the AIP consortiums vs. count of students participating in placements)	Minimum 5%	Minimum 5%	Minimum 5%	Minimum 7%	Minimum 8%	Minimum 9%	Minimum 10%

	<b>Industry Apprenticeships or On-the-Job (OJT) Training Prior to Graduation</b> (count of students graduating from CTS courses having undertaken apprenticeships or OJTs / count of students graduating from CTS courses)	Baseline + 5%	Previous year + 5%	Minimum 80%				
	<b>Revenue from Non-CTS Sources</b> (as % of total SPV revenues)	Minimum 10%	Minimum 10%	Minimum 20%	Minimum 20%	Minimum 25%	Minimum 30%	Minimum 30%

**14.3.5. Controlling Methodology and Note**

- 14.3.5.1. The baseline for each KPI shall be the verified value for the ITI Cluster as on the Appointed Date, duly captured in the approved SIP.
- 14.3.5.2. Where the actual baseline for any KPI is below fifty percent (50%), the deemed baseline for improvement calculations shall be taken as fifty percent (50%), unless a different baseline is expressly approved by the Authority having regard to the nature of the KPI.
- 14.3.5.3. For KPIs where baselines are not available (including, but not limited to, Share of Hub ITI Graduates Recruited by Industry Partner and Revenue from Non-CTS Sources), the minimum year-wise percentage targets specified in the table shall apply.
- 14.3.5.4. For all KPIs governed by “Baseline + 5% / Previous year + 5%”, the Selected SPV shall achieve not less than a five percent (5%) absolute increase over the immediately preceding Academic Year’s achieved level, until the prescribed terminal benchmark is attained.

- 14.3.5.5. For KPIs governed by fixed minimum annual thresholds (industry recruitment share and non-CTS revenue), the Selected SPV shall mandatorily meet or exceed the stated percentage for the relevant Academic Year and shall not regress in any subsequent year.
- 14.3.5.6. Once the terminal benchmark for any KPI is achieved, the Selected SPV shall thereafter be required to sustain performance at or above such benchmark for the remainder of the Contract Period.
- 14.3.5.7. Failure to meet the applicable year-wise KPI target or to maintain achieved benchmarks shall constitute a KPI default and shall attract consequences under the Events of Default and Penalty provisions.
- 14.3.5.8. KPI measurement shall be based only on verifiable, auditable records, including examination data, placement documentation, payroll/industry confirmations, audited financial statements and third-party validations as required by the Authority.

#### 14.4.Fund Flow

14.4.1. Release of funds shall be phased and performance-linked and shall be subject to fulfilment of the conditions specified in the table below, including utilisation of previously released funds and deposit of corresponding Industry contributions and State Government into the escrow account. Only eligible project investment as approved under the Strategic Investment Plan (SIP) shall be considered for utilisation, KPI assessment and fund release.

**Table 13: Fund Disbursement and Release Conditions**

<b>S. No.</b>	<b>Contract Year</b>	<b>Disbursement Type</b>	<b>Pre-Conditions for Release</b>
1	Year 1	Initial Advance	<p>(a) Approval of the SIP by the NSC</p> <p>(b) Incorporation of the SPV and constitution of its governing board</p> <p>(c) Opening of a designated escrow account in a Scheduled Commercial Bank</p> <p>(d) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(e) Execution of the License Agreement and Escrow Agreement</p>
2	Year 2	Start of Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Submission and approval of the Annual Operational Plan (AOP) for the year by the State Steering Committee (SSC)</p> <p>(c) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(d) Compliance with all reporting, audit and inspection requirements for the preceding year</p>

3	Year 2	Mid-Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(c) Submission of interim progress reports, financial statements and compliance reports in the prescribed format</p> <p>(d) Rectification of observations, if any, raised during monitoring or review</p>
4	Year 3	Start of Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Submission and approval of the Annual Operational Plan (AOP) for the year by the State Steering Committee (SSC)</p> <p>(c) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(d) Compliance with all reporting, audit and inspection requirements for the preceding year</p>

5	Year 3	Mid-Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(c) Submission of interim progress reports, financial statements and compliance reports in the prescribed format</p> <p>(e) Rectification of observations, if any, raised during monitoring or review</p>
6	Year 4	Start of Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Submission and approval of the Annual Operational Plan (AOP) for the year by the State Steering Committee (SSC)</p> <p>(c) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(d) Compliance with all reporting, audit and inspection requirements for the preceding year</p>
7	Year 4	Mid-Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p>

			<p>(b) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(c) Submission of interim progress reports, financial statements and compliance reports in the prescribed format</p> <p>(d) Rectification of observations, if any, raised during monitoring or review</p>
8	Year 5	Start of Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Submission and approval of the Annual Operational Plan (AOP) for the year by the State Steering Committee (SSC)</p> <p>(c) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p> <p>(d) Compliance with all reporting, audit and inspection requirements for the preceding year</p>
9	Year 5	Mid-Year Instalment	<p>(a) Utilisation of at least seventy-five percent (75%) of funds released previously, supported by duly certified Utilisation Certificates and expenditure statements</p> <p>(b) Deposit of proportionate State Government and Industry contribution corresponding to the instalment amount</p>

			<p>(c) Submission of interim progress reports, financial statements and compliance reports in the prescribed format</p> <p>(d) Rectification of observations, if any, raised during monitoring or review</p>
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\*All funds from the Central & State Government shall be deposited into the Escrow Account within fifteen (15) working days of the AIP depositing their share into the Escrow Account. All funds shall be transferred to the SPV Account within fifteen (15) days from the date of receipt of the complete contribution of all shareholders for the relevant instalment, failing which interest at the rate of **twelve percent (12%)** per annum shall be applicable.

## **15. ROLES AND RESPONSIBILITIES OF AUTHORITIES**

### **15.1.Special Purpose Vehicle (SPV)**

15.1.1. The SPV is a new, not-for-profit Section 8 company formed as a joint venture between the Anchor Industry Partner (AIP), Central Government, and State Government & shall be responsible for end-to-end implementation of the approved SIP and compliance with all contractual, regulatory, and performance obligations. Refer to Section 13.1 as above.

### **15.2.National Steering Committee (NSC)**

15.2.1. The National Steering Committee shall act as the apex policy and oversight body for the Scheme. The NSC shall approve SIPs, SPV formation, major deviations, and monitor aggregate performance at the national level.

15.2.2. **Chairperson:** Secretary, Ministry of Skill Development and Entrepreneurship (MSDE).

15.2.3. **Responsibilities:** Providing overall vision, policy direction, and approving scheme guidelines, reviewing and approving cluster-level Strategic Investment Plans (SIPs), allocating and reallocating central funding and overseeing the transformation of National Skill Training Institutes (NSTIs).

### **15.3.State Steering Committee (SSC)**

15.3.1. The State Steering Committee serves as the apex body at the State/UT level for for cluster identification, bid evaluation, monitoring of SPV performance, and overseeing the implementation of the ITI upgradation.

15.3.2. Chairperson: Chief Secretary, Government of Rajasthan.

15.3.3. Responsibilities: Reviewing and recommending cluster-level SIPs to the NSC, Approving Annual Operational Plans (AOPs) and monitoring implementation

progress (e.g., civil works, procurement), Ensuring inter-departmental coordination (Skill Development, Industries, Finance) and resolving operational bottlenecks.

#### **15.4.National PMU (NPMU) and State PMU (SPMU)**

15.4.1. The National Project Management Unit (NPMU) and State Project Management Unit (SPMU) shall provide technical, managerial, and coordination support to the NSC and SSC respectively, including MIS support, capacity building, monitoring, and reporting.

15.4.1.1. **NPMU (at Central level)** led by the Directorate General of Training (DGT) to implement NSC decisions will be responsible for gathering feedback from clusters, escalating challenges to the NSC, coordinating with Multilateral Development Banks (MDBs), and authorizing payments as per the SIP/LA.

15.4.1.2. **SPMU (at State level)** will provides project management and technical assistance to the SSC & shall assists in day-to-day monitoring of cluster progress, tracking fund utilization certificates (UCs), and supporting SPVs in meeting state-specific administrative requirements.

#### **16. RISK AND COST CLAUSE**

16.1. Without prejudice to any other rights, powers or remedies available under this RFP or under applicable law, if the Selected Bidder and/or the SPV fails to perform any of its obligations under the Project, including but not limited to delay in implementation, substandard quality of works, non-compliance with approved plans, or breach of any condition of this RFP, the Authority shall have the right to have the same executed or remedied at the risk and cost of the Selected Bidder / SPV, after giving a written notice to that effect.

In the event of any default, delay, non-performance or defective performance, the Authority may, without prejudice to its other rights:

16.1.1. engage any third party to carry out or complete the works, services or obligations; and/or

16.1.2. rectify or cause to be rectified any defective works or services.

16.2. All costs, expenses and consequences arising therefrom shall be fully recoverable from the Selected Bidder / SPV and may be adjusted against any amounts payable, recovered from the escrow account, or realised by invocation of the Performance Bank Guarantee or any other security.

16.3. Without prejudice to the foregoing, the Authority shall be entitled to terminate the Project in any of the following events:

16.3.1. if the SPV passes a resolution for winding up, or if any order is made by a court or competent authority for winding up, insolvency or liquidation of the SPV, or if a receiver, administrator or manager is appointed over its assets;

16.3.2. if the Selected Bidder or the SPV commits a material breach of any of the terms and conditions of this RFP or the Project Documents and fails to cure such breach within the prescribed period.

16.4. Upon occurrence of any of the above events, the Authority or any duly authorised officer shall be entitled, by issuing a written notice, to rescind or terminate the Project. Such notice shall be conclusive evidence of termination.

16.5. Upon such termination, the Bid Security, Performance Bank Guarantee and/or any other security furnished by the Selected Bidder / SPV shall be liable to be forfeited, without prejudice to the Authority's right to recover any additional losses, damages or costs incurred.

16.6. Exercise of the rights under this Clause shall not relieve the Selected Bidder or the SPV of any obligations accrued prior to such termination, including handback, audit, indemnity and recovery obligations.

## **17. EVENTS OF DEFAULT**

17.1. The occurrence of any of the following events shall constitute an "Event of Default" by the Selected Bidder and/or the Special Purpose Vehicle ("SPV"), unless such event is caused solely due to a Force Majeure Event and is cured within the applicable Rectification Period specified herein.

Notwithstanding any equity participation by the Central Government or the State Government in the SPV, any default by the SPV shall be deemed to be a default by the Anchor Industry Partner ("AIP"), and the AIP shall remain solely responsible for performance of all obligations and for all penalties, damages, recoveries and consequences arising from any such default. No part of any grant, Government contribution or Government equity shall be used to discharge any penalty, liability or financial consequence arising out of any default.

### **17.1.1. Investment and Financial Defaults**

17.1.1.1. Failure to deposit, in full and within the stipulated timelines, the committed Industry Financial Contribution into the Escrow Account in accordance with the approved Strategic Investment Plan, Annual Operational Plans and fund-flow schedule, including the applicable Rectification Period of thirty (30) days.

17.1.1.2. Failure to achieve the Minimum Development Obligations, approved investment commitments or capital expenditure milestones within the prescribed timelines, including the applicable Rectification Period of sixty (60) days.

17.1.1.3. Utilisation of funds otherwise than in accordance with the approved Strategic Investment Plan, Annual Operational Plan or Escrow Agreement, including the applicable Rectification Period of thirty (30) days.

17.1.1.4. Misutilisation, diversion, unauthorised retention or wrongful application of funds, including incurring any prohibited capital or operational expenditure, including the applicable Rectification Period of fifteen (15) days.

17.1.1.5. Failure to submit utilisation certificates, audited financial statements, financial disclosures, compliance certificates or progress reports within prescribed timelines, including the applicable Rectification Period of thirty (30) days.

17.1.1.6. Failure to furnish, maintain, renew or replenish at all times a valid and enforceable Performance Bank Guarantee or any other financial security, including the applicable Rectification Period of fifteen (15) days.

17.1.1.7. Insolvency, bankruptcy, liquidation, winding-up of the SPV or admission of the SPV into any insolvency, restructuring or similar proceedings.

### **17.1.2. Course Implementation and Operational Defaults**

17.1.2.1. Failure to complete infrastructure upgradation works, procurement or installation of equipment, or operational readiness milestones within approved timelines, including the applicable Rectification Period of sixty (60) days.

17.1.2.2. Failure to upgrade existing trades or to commence new CTS, CITS or short-term courses in accordance with the mandatory targets, timelines and phasing prescribed in this RFP and the approved Strategic Investment Plan, including the applicable Rectification Period of sixty (60) days.

17.1.2.3. Failure to operationalise approved training facilities, centres of excellence, placement cells, industry linkages or academic delivery mechanisms, including the applicable Rectification Period of forty-five (45) days.

17.1.2.4. Persistent shortfall in enrolment, training delivery, certification or placement outcomes beyond the thresholds prescribed under this RFP or the approved KPI framework, including the applicable Rectification Period of ninety (90) days.

17.1.2.5. Use of ITI land, buildings, equipment or facilities for any unauthorised commercial or production activity not expressly approved under the Strategic Investment Plan, including the applicable Rectification Period of fifteen (15) days.

17.1.2.6. Substitution of physical training, laboratory instruction, on-the-job training or placement obligations through unauthorised online or virtual delivery, including the applicable Rectification Period of fifteen (15) days.

### **17.1.3. KPI, Governance and Legal Defaults**

17.1.3.1. Failure to achieve Program KPIs, SIP guardrails or outcome milestones within prescribed timelines, including the applicable Rectification Period of ninety (90) days.

17.1.3.2. Withdrawal of the Anchor Industry Partner from the SPV or reduction of its shareholding below the mandatory threshold without prior written approval of the Authority.

17.1.3.3. Any unauthorised change in ownership, shareholding or control of the SPV, including the applicable Rectification Period of thirty (30) days where capable of cure.

17.1.3.4. Fraud, misrepresentation, corrupt practice, coercive practice, collusive conduct or submission of false information.

17.1.3.5. Material breach of applicable law, labour regulations, safety norms, environmental requirements or binding Government directions, including the applicable Rectification Period of thirty (30) days.

17.1.3.6. Failure to obtain or maintain statutory, regulatory or governmental approvals required for Project implementation, including the applicable Rectification Period of forty-five (45) days.

17.1.3.7. Any other material breach of this RFP, the License Agreement, the Escrow Agreement or approved Project documents, including the applicable Rectification Period of thirty (30) days.

### **17.2. Events of Default by the Authority**

17.2.1. Failure to provide access to ITI premises, assets or facilities required for Project implementation in the timeline prescribed in Conditions Precedent (10.3.2), except due to Force Majeure, including the applicable Rectification Period of sixty (60) days.

17.2.2. Failure to process or issue necessary governmental approvals, permissions or administrative actions essential for Project implementation, despite timely compliance by the SPV, including the applicable Rectification Period of sixty (60) days.

17.2.3. Failure by the Central Government and/or the State Government to deposit their approved contribution into the Escrow Account within the prescribed timelines after the Selected Bidder having deposited his share of contribution and having submitted necessary documents for the same, including the applicable Rectification Period of thirty (30) days.

17.2.4. Material breach of obligations substantially affecting the SPV's ability to perform the Project, including the applicable Rectification Period of ninety (90) days.

### 17.3. Rectification Mechanism

Upon occurrence of an Event of Default, the non-defaulting Party may issue a written notice specifying the default and granting the applicable Rectification Period as provided herein. The Rectification Period shall commence from the date of receipt of such notice.

## **18. PENALTIES AND REMEDIES**

**18.1.** Upon the occurrence of any Event of Default, the Authority shall be entitled, without prejudice to any other rights or remedies available under this RFP, the License Agreement or applicable law, to impose financial, operational and contractual remedies proportionate to the nature, gravity, impact and recurrence of such default.

### **18.2. Investment and Financial Defaults**

In the event of any failure, delay or breach relating to financial contributions, investment obligations, escrow funding requirements, utilisation of funds, or maintenance of financial securities, as prescribed under this RFP, the approved Strategic Investment Plan and the applicable Annual Operational Plans, the Authority shall be entitled, without prejudice to any other remedies, to invoke and/or forfeit the Performance Bank Guarantee, in whole or in part, to suspend or withhold fund releases, to direct corrective measures, and to terminate the Contract in accordance with the provisions of this RFP and the License Agreement.

### **18.3. Course Upgradation, Delivery and Operational Defaults**

In the event of any failure, delay, discontinuance, or unsatisfactory performance relating to course upgradation, commencement, continuation, delivery or operation, as prescribed under this RFP, the approved Strategic Investment Plan and the applicable Annual Operational Plans, the Authority shall be entitled, without prejudice to any other remedies including invocation of the Performance Bank Guarantee, suspension of operations or termination of the Contract, to levy the following penalties:

18.3.1. In respect of existing CTS courses, for failure to complete mandated upgradation or for continued operation of such courses in an unsatisfactory manner: INR 1,00,000 (Rupees One Lakh only) per course per ITI (Hub or Spoke).

18.3.2. In respect of new full-time CTS courses, for failure or delay in commencement, or for failure to continue or satisfactorily operate such courses: INR 2,00,000 (Rupees Two Lakh only) per course per ITI (Hub or Spoke).

18.3.3. In respect of short-term courses, for failure or delay in commencement, or for failure to continue or satisfactorily operate such courses: INR 1,00,000 (Rupees One Lakh only) per course per ITI (Hub or Spoke).

18.3.4. In respect of CITS courses, for failure or delay in commencement, or for failure to continue or satisfactorily operate such courses: INR 2,00,000 (Rupees Two Lakh only) per course per ITI (Hub or Spoke).

18.3.5. In addition to levy of the above penalties, the Authority may impose operational restrictions, suspend specific courses or facilities, invoke and/or encash the Performance Bank Guarantee, or terminate the Contract in accordance with this RFP and the License Agreement.

#### **18.4. KPI and Outcome Defaults**

18.4.1. In the event of any failure to achieve the Key Performance Indicators prescribed under this RFP, the approved Strategic Investment Plan and the applicable Annual Operational Plans, the Authority shall be entitled, without prejudice to any other remedies, to levy performance-linked penalties, to invoke and/or encash the Performance Bank Guarantee, to direct corrective measures, and to terminate the Contract in accordance with this RFP and the License Agreement.

18.4.2. KPI performance shall be assessed annually. For each performance year, where any KPI is not achieved for any ITI, a penalty of INR 5,00,000 (Rupees Five Lakh only) shall be levied per KPI per ITI. Such penalties shall be calculated independently for each KPI and each ITI and shall be cumulative.

**18.5.** If an Event of Default by the Authority is not cured within the applicable Rectification Period, and such default results in delay, disruption or additional cost to the Project, the Authority shall provide appropriate relief to the Selected Bidder and/or the SPV, including extension of time for performance of the affected obligations and milestones, waiver of penalties attributable solely to such default, and such other contractual reliefs as may be necessary to restore the Selected Bidder and/or the SPV to the position it would have been in had such default not occurred.

**18.6.** Failure or delay by the Authority to impose any penalty or remedy shall not constitute a waiver of its rights, nor shall any single or partial exercise preclude further exercise of any right or remedy.

#### **19. SUSPENSION AND STEP-IN RIGHTS**

19.1. Upon occurrence of an Event of Default by the Selected Bidder or the SPV, the Authority shall be entitled, without prejudice to its rights of termination and other remedies, to suspend all or any rights of the SPV under the License Agreement and to exercise such rights itself or through any agency or third party authorised by it.

19.2. Duration of Suspension.

19.2.1. Suspension shall take effect immediately upon issuance of written notice by the Authority and may continue for a period not exceeding one hundred and eighty (180) days, extendable by a further period not exceeding ninety (90) days where justified.

19.2.2. During suspension, the Authority may operate, manage or cause to be managed the ITIs, facilities, training services and project assets in accordance with the objectives of the scheme.

19.3. Authority Acting on Behalf of SPV.

19.3.1. During suspension, all actions taken and expenditures incurred by the Authority in discharge of the SPV's obligations shall be deemed to have been undertaken on behalf of the SPV.

19.3.2. The SPV shall indemnify the Authority for all costs incurred in operating, safeguarding, rectifying or stabilising the project.

19.3.3. The SPV shall grant the Authority and its authorised agencies a non-exclusive, royalty-free right to use all intellectual property, systems, curricula, software, manuals and project documentation necessary to continue project operations.

19.4. At any time during suspension, the Authority may permit substitution of management, appointment of administrators, restructuring of SPV governance or onboarding of an alternative industry partner in accordance with applicable law and scheme guidelines.

19.5. Termination during Suspension.

19.5.1. The SPV may, after expiry of the initial suspension period, request termination.

19.5.2. The Authority may terminate the License Agreement if suspension is not revoked within the permitted period or if the defaults are not cured to the Authority's satisfaction.

19.5.3. Upon such termination, all consequences under the License Agreement, including asset handover, invocation of securities and recovery of dues, shall apply.

## **20. DISQUALIFICATION CONDITIONS**

20.1. Any Bidder who has been debarred by the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance Department, Government of Rajasthan, as on the last date of bid submission, shall not be eligible to participate in the bidding process during the period of such debarment.

20.2. Any Bidder whose contract with the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance Department, Government of Rajasthan has been terminated prior to expiry of the contract period on account of breach of terms and conditions, at any time during the last five (5) years from the last date of bid submission, shall be ineligible.

20.3. Any Bidder whose Earnest Money Deposit, Bid Security and/or Performance Security has been forfeited by the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance Department, Government of Rajasthan during the last five (5) years from the last date of bid submission, on account of breach of terms and conditions, shall be ineligible.

20.4. If the proprietor, any partner of the Bidder firm, or any director of the Bidder company has at any time been convicted by a court of law for an offence involving moral turpitude, such Bidder shall be ineligible.

20.5. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (including as a proprietor, partner, member of another firm, or director of any company) shall render the Bid disqualified.

20.6. An unregistered partnership firm or an unregistered society shall not be entitled to participate in the bidding process.

## **21. HANDOVER OBLIGATIONS**

21.1. Upon expiry or earlier termination of the Project Term, the SPV and/or the Anchor Industry Partner (as applicable) shall hand over peaceful, vacant and physical possession of the Hub ITI and all Spoke ITIs, along with all assets, infrastructure, equipment and records, to the State Government or its nominated agency, free from all encumbrances, liens and third-party claims.

21.2. Prior to such handover, a joint inspection of the ITIs shall be conducted by representatives of the State Government, the SPV and the Anchor Industry Partner to assess the condition of the infrastructure, equipment and facilities.

21.3. The SPV and/or the Anchor Industry Partner shall ensure that, at the time of handover:

21.3.1. all buildings, workshops, laboratories and utilities are in good, operable and safe condition, subject to normal wear and tear;

21.3.2. all machinery, equipment, tools and digital systems installed under the project are fully functional;

21.3.3. all defects, deficiencies or non-functional assets identified during inspection are rectified at its own cost prior to handover;

21.3.4. all manuals, warranties, maintenance records, licenses, software access credentials and technical documentation relating to the assets are handed over to the State Government;

21.3.5. all unutilised consumables, spares and inventory procured under the project are inventoried and transferred to the State Government;

21.3.6. all academic, operational, financial and statutory records relating to the ITIs and the project are duly handed over in physical and electronic form.

21.4. The SPV and/or the Anchor Industry Partner shall provide all reasonable assistance, technical support and cooperation required by the State Government for an orderly transition of operations, including knowledge transfer and familiarisation of State-nominated personnel, for a period of up to 3 (three) months from the date of handover, at no additional cost.

21.5. Handover of the ITIs shall not relieve the SPV and/or the Anchor Industry Partner of any liabilities, obligations or claims arising prior to the date of handover, including defects, non-compliance or statutory dues.

21.6. The handover shall be deemed complete only upon issuance of a formal Hand-over Certificate by the State Government.

## **22. EXPIRY AND TERMINATION**

### **22.1. Handback on Expiry or Termination**

Upon expiry or termination of the Contract for any reason whatsoever, all assets including infrastructure, buildings, civil works, plant, machinery, equipment, systems and other facilities created, procured or acquired by the SPV for the Project shall, with immediate effect, vest in and be handed over to the State Government free from all encumbrances, in accordance with the handback and transition provisions of this RFP.

### **22.2. Expiry of Term**

22.2.1. Upon expiry of the Project Term, the Selected Bidder/SPV shall cease to have any right, title or interest in operating or managing the ITIs and shall comply with all exit, handback and transition obligations set out in this RFP, including transfer of possession, custody and control of all ITIs, assets, records, data, contracts and systems to the Authority in the manner directed by the Authority.

### **22.3. Termination for Default (Linked to Events of Default)**

22.3.1. The Authority may, without prejudice to its rights to impose penalties, recover damages, invoke Performance Security or take any other action under this RFP or applicable law, terminate the Contract, in whole or in part, upon the occurrence of any Event of Default by the Selected Bidder/SPV under Clause 17, if such default is not cured within the applicable Rectification Period.

22.3.2. Upon termination for default, the Authority shall be entitled to forfeit and/or invoke the Performance Security, recover outstanding penalties, liquidated damages and dues, and take over or make alternative arrangements for operation of the ITIs and the Project.

22.3.3. Termination for default shall not release the Selected Bidder/SPV from any accrued liabilities, obligations, penalties or recoveries arising prior to termination.

### **22.4. Termination for Insolvency**

The Authority may terminate the Contract by written notice if the Selected Bidder or the SPV becomes insolvent, bankrupt, enters liquidation, is dissolved or is admitted to any insolvency or restructuring proceedings. Such termination shall be without any compensation and shall be without prejudice to the Authority's rights to invoke securities, recover losses, impose penalties or take any other action permitted under this RFP or applicable law.

## **22.5.Termination for Convenience**

The Authority may, at any time, terminate the Contract, in whole or in part, for its convenience by giving not less than thirty (30) days' prior written notice. Upon such termination, the Selected Bidder/SPV shall comply with all exit, handback and transition obligations. No compensation for loss of profits, loss of business, reimbursement of investment or any other damages shall be payable on account of such termination, except payments lawfully due for services already rendered and accepted prior to the effective date of termination.

## **22.6.Termination for Persistent Under-Performance**

Notwithstanding the Project Term, the Authority may terminate the Contract for persistent or material under-performance, including repeated failure to meet KPIs, milestones, investment obligations or course implementation requirements, after completion of performance review(s) and issuance of a written notice granting an opportunity to cure. Failure to remedy such deficiencies within the prescribed period shall entitle the Authority to terminate the Contract, without prejudice to penalties, invocation of Performance Security and other remedies.

## **22.7.Termination Events Relating to the SPV**

Without prejudice to the foregoing, the Project arrangements relating to the SPV shall stand terminated upon the occurrence of any of the following events:

- (a) mutual agreement of the Authority and the Selected Bidder;
- (b) expiry or termination of the Contract for any reason;
- (c) liquidation, dissolution, winding-up or insolvency of the SPV;
- (d) the Selected Bidder ceasing to hold the prescribed shareholding or control in the SPV.

## **22.8.Termination for Non-Fulfilment of Conditions Precedent**

If the Conditions Precedent specified under this RFP are not fulfilled within the stipulated period of six (6) months from the date of issuance of the Letter of Award, either Party shall have the right to terminate the Contract by giving not less than thirty (30) days' prior written notice, without any liability, penalty or damages to the other Party. Such termination shall be without prejudice to the obligation of the Parties to return all documents, records and information shared during the process and shall not give rise to any claim for compensation, loss of profit or recovery of costs by either Party.

## **22.9. Exit Events and Government Rights**

22.9.1. Upon expiry of the Contract or termination of the Project arrangements for reasons other than default of the SPV, the Central Government and/or the State Government shall, at their discretion, be entitled to:

- (a) cause the SPV to be voluntarily wound up in accordance with applicable law; or

- (b) acquire, directly or through nominees, the Selected Bidder's shareholding in the SPV at the lowest permissible value under applicable law and continue the SPV with the same or a different industry partner.

22.9.2. The Selected Bidder shall execute all documents and take all actions required to give effect to such decisions.

### **22.10. Survival and Consequences**

Termination or expiry shall not affect rights, obligations and liabilities which by their nature survive termination, including handback obligations, recovery of penalties and damages, invocation of securities, confidentiality, audits, indemnities and settlement of accounts.

## **23. WITHDRAWAL, LOCK-IN AND TRANSFER OF AIP SHAREHOLDING**

23.1. The Anchor Industry Partner ("AIP") shall be subject to a mandatory lock-in period of five (5) years from the Effective Date. During the lock-in period, the AIP shall not withdraw from the Project, nor transfer, encumber, dilute or otherwise dispose of any of its shareholding or control in the SPV, except with the prior written approval of the Authority and the Central Government, which shall be granted only in exceptional circumstances.

23.2. Upon expiry of the lock-in period, the AIP shall not be entitled to unilaterally withdraw from the Project. Any exit by the AIP after completion of five (5) years shall be permitted only by way of transfer of its shareholding to a replacement industry partner, subject to the prior written approval of the Authority and the Central Government. Such replacement entity shall satisfy the eligibility, technical and financial criteria prescribed under this RFP and shall assume all obligations, liabilities and responsibilities of the AIP under the Project.

23.3. No transfer shall be permitted if it results in disruption of Project operations, dilution of performance obligations, reduction of the mandatory industry shareholding, or adverse impact on the objectives of the Scheme. The AIP shall remain jointly and severally responsible for all obligations, liabilities and defaults arising prior to the effective date of such approved transfer.

23.4. Any transfer of shares shall be completed strictly in accordance with applicable law, the terms of the License Agreement, the Shareholders' Agreement and such conditions as may be imposed by the Authority to safeguard continuity, performance and public interest.

## **24. BOOK EXAMINATION AND AUDIT RIGHTS**

24.1. The Selected Bidder and/or the SPV shall, whenever required, produce or cause to be produced for examination and audit by the Authority, the Comptroller and Auditor General of India (CAG), or any officer or agency authorised by the Authority, all books of accounts, financial statements, cost records, vouchers, invoices, receipts, registers, electronic records, contracts, correspondence, reports, databases, software logs and any other documents or

records relating to the Project. The Selected Bidder and/or the SPV shall also furnish such information, explanations and returns, duly verified in such manner as may be required, in connection with the implementation, operation, financing and performance of the Project.

24.2. The Authority and its authorised representatives shall have the right to enter upon the Project sites and offices of the SPV during normal working hours, with reasonable notice, for the purpose of inspection, audit, verification of assets, review of systems, processes and compliance, and for conducting technical, financial, operational or performance audits. The decision of the Authority on the relevance, scope and necessity of any document, information or record shall be final and binding on the Selected Bidder and/or the SPV.

24.3. The Selected Bidder and/or the SPV shall make available all such documents, records and information at such time and place as may be directed by the Authority and shall provide full cooperation, access and assistance to facilitate any audit, inspection or examination. The rights under this clause shall survive expiry or termination of the Project.

24.4. The SPV will be required to submit **quarterly reports** to the State Steering Committee, through the SPMU, capturing details about the operations of the ITIs, upgradation works, data on KPI compliance, data on enrolment of trainees, placement records, number of trainees who have quit, etc.

24.5. The SPMU will have the right to carry out periodic inspections of the operations of the ITIs to the extent required for verification of KPIs and fund disbursement triggers.

## **25. SUBCONTRACTING**

25.1. The SPV shall have the right to subcontract part of the Scope (not whole) to any subcontractor or assign or transfer any subcontract(s) to another subcontractor(s). However, SPV shall be solely responsible for all risk and cost associated due to acts and omissions of its subcontractors. Further, the SPV agrees and acknowledges that the subcontractors (and subcontractor's personnel) shall not be deemed to be employed by the State Government or Central Government.

25.2. If the SPV intends to subcontract any form of training to any subcontractor, SPV shall obtain prior written consent of the State Government.

## **26. REPRESENTATIONS AND WARRANTIES**

Each party will provide customary representations and warranties to the other party under the License Agreement.

## **27. DAMAGES, LIABILITY AND INDEMNITY BY THE SELECTED BIDDER**

27.1. The Selected Bidder shall be liable to the Authority for and shall pay all losses, damages, costs and expenses suffered or incurred by the Authority arising out of any breach of the terms and conditions of this RFP or the Project Documents or failure to perform any obligation under the Project.

27.2. The Selected Bidder shall be solely responsible for and shall indemnify and hold harmless the Authority, its officers and representatives from and against any and all claims, demands, proceedings, losses, damages, costs and expenses arising out of or in connection with any negligence, incompetence, carelessness, wilful misconduct, error, omission or default on the part of the Selected Bidder or its personnel, agents, representatives, sub-contractors, vendors or associates while undertaking the Project.

27.3. The Authority shall not be responsible for any claim or liability on account of any personal injury, illness or death of any employee or personnel of the Selected Bidder arising out of or in connection with the Project, nor shall the Authority be responsible for any loss of, damage to or theft of any property belonging to the Selected Bidder or its personnel.

27.4. In the event the Selected Bidder is adjudged insolvent, enters liquidation or winding up, or makes any arrangement with its creditors, the Authority shall be entitled to terminate the Project forthwith and to recover from the Selected Bidder all resultant losses, damages, costs and expenses, without prejudice to any other rights or remedies available under law or under this RFP.

27.5. Without prejudice to any other rights or remedies, in the event of breach of any terms and conditions of the Project or failure to observe any obligations, the Authority shall have the right to terminate the Project, forfeit and/or invoke the Performance Security or any part thereof towards recovery of losses, damages, costs and expenses incurred.

## **28. COMPLIANCE WITH THE CODE OF INTEGRITY AND CONFLICT OF INTEREST**

28.1. Any person participating in the bidding process shall:

28.1.1. not offer, directly or indirectly, any bribe, reward, gift or material benefit in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

28.1.2. not misrepresent or omit any fact so as to mislead or attempt to mislead in order to obtain a financial or other benefit or to avoid any obligation;

28.1.3. not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and integrity of the procurement process;

28.1.4. not misuse any information shared between the Authority and Bidders with the intent to gain an unfair advantage in the procurement process;

28.1.5. not indulge in any coercion, including impairing or harming or threatening to do so, directly or indirectly, to any party or its property to influence the procurement process;

28.1.6. not obstruct or interfere with any investigation or audit of the procurement process;

28.1.7. disclose any conflict of interest, actual or potential; and

28.1.8. disclose any previous transgressions with any entity in India or any other country during the last three (3) years, including any debarment or blacklisting by the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance Department, Government of Rajasthan.

28.2. A Bidder participating in the bidding process must not have any conflict of interest. A conflict of interest shall be deemed to exist where a Bidder has interests that could improperly influence its performance of contractual obligations, compliance with applicable laws or the fairness of the bidding process.

28.3. Without limitation, a Bidder may be considered to be in conflict of interest with one or more parties in the bidding process if the Bidder:

28.3.1. has controlling partners or shareholders in common; or

28.3.2. receives or has received any direct or indirect subsidy from any such party; or

28.3.3. has the same legal representative for the purposes of the Bid; or

28.3.4. has a relationship, directly or through common third parties, that places it in a position to access information about or influence the Bid of another Bidder, or to influence the decisions of the Authority regarding the bidding process; or

28.3.5. participates in more than one Bid in the same bidding process, in which case all such Bids shall be disqualified, provided that this shall not restrict the participation of the same sub-contractor, not otherwise participating as a Bidder, in more than one Bid; or

28.3.6. is an entity or has any executive who participated as a consultant in the preparation of the Detailed Project Report or bidding documents for this Project.

28.4. Any breach of the Code of Integrity or any failure to disclose conflict of interest shall render the Bid liable to rejection and may attract such further action as may be permissible under applicable law and this RFP.

## **29. FORCE MAJEURE AND CHANGE IN LAW**

### **29.1. Force Majeure**

29.1.1. For the purposes of this RFP and all related agreements, a “Force Majeure Event” means any event or circumstance or combination thereof, occurring after the Bid Due Date, which is beyond the reasonable control of the affected Party, which could not have been foreseen, avoided or mitigated by the exercise of reasonable diligence and which materially and adversely affects the performance of obligations under the Contract.

29.1.2. Force Majeure Events shall include, without limitation:

29.1.2.1. acts of God including earthquake, flood, cyclone, fire or other natural calamities;

29.1.2.2. war, armed conflict, invasion, acts of foreign enemies, terrorism, riots or civil commotion;

29.1.2.3. epidemics, pandemics, quarantine restrictions or government-imposed lockdowns;

29.1.2.4. acts of Government or any statutory authority in its sovereign capacity;

29.1.2.5. nationwide or state-wide strikes or industrial actions not limited to the Selected Bidder or the SPV.

29.1.3. Force Majeure Events shall not include:

29.1.3.1. financial distress, lack of funds or failure to achieve financial closure;

29.1.3.2. delays or defaults of subcontractors or suppliers unless arising from a Force Majeure Event;

29.1.3.3. Change in Law events;

29.1.3.4. any event arising due to negligence, breach or default of the Selected Bidder or the SPV.

29.1.4. The Party claiming Force Majeure shall notify the other Party in writing within fifteen (15) days of occurrence of such event, specifying the nature, cause and expected duration of the Force Majeure Event.

29.1.5. Upon receipt of such notice, the Authority shall examine the facts and circumstances and shall determine whether the claimed event qualifies as a Force Majeure Event, the extent of its impact, and the period for which relief is admissible. No relief shall be available unless the Force Majeure claim is expressly accepted by the Authority (State Steering Committee). The decision of the Authority shall be final and binding, subject to the dispute resolution provisions of the Contract.

29.1.6. During the subsistence of an accepted Force Majeure Event:

29.1.6.1. the affected obligations shall stand suspended to the extent prevented;

29.1.6.2. timelines, milestones and performance obligations shall be extended proportionately; and

29.1.6.3. no penalties, liquidated damages or termination for default shall be imposed for the affected period.

29.1.7. The affected Party shall take all reasonable steps to mitigate the impact of the Force Majeure Event and shall continue to perform all unaffected obligations to the extent reasonably practicable.

29.1.8. If a Force Majeure Event continues for a continuous period exceeding sixty (60) days, the Parties shall have the right to mutually terminate the License Agreement, in accordance with the terms and conditions set out therein. Such termination shall not be treated as an event of default.

29.1.9. In the event of a natural Force Majeure Event, the cost impact arising therefrom shall be addressed in accordance with the insurance coverage obtained by the SPV, as provided under this RFP and the License Agreement.

## **29.2.Change in Law**

29.2.1. “*Change in Law*” means the occurrence, after the Bid Due Date, of any of the following events having a material adverse effect on the Project:

29.2.1.1. enactment, amendment, repeal or re-enactment of any applicable law, rule or regulation;

29.2.1.2. issuance, modification or withdrawal of any Government policy, guideline, notification or order;

29.2.1.3. change in interpretation or application of law by any court or competent authority;

29.2.1.4. introduction, modification or withdrawal of any tax, duty, cess, levy or statutory charge;

29.2.1.5. change in mandatory norms, standards or requirements prescribed by DGT, NCVET, NSDC or any competent authority.

29.2.2. Change in Law shall not include:

29.2.2.1. laws, rules or policies in force or publicly notified prior to the Bid Due Date;

29.2.2.2. changes arising due to non-compliance or breach by the Selected Bidder or SPV;

29.2.2.3. normal commercial or operational risks.

29.2.3. Where a Change in Law results in additional cost, delay or restriction on performance, the Selected Bidder / SPV shall, subject to approval of the competent authority, be entitled to appropriate relief, which may include:

29.2.3.1. extension of time for affected obligations;

29.2.3.2. modification of scope, milestones or performance indicators;

29.2.3.3. adjustment to approved project cost or fund release schedule;

29.2.3.4. exemption from penalties attributable solely to such Change in Law.

29.2.4. The Selected Bidder / SPV shall notify the Authority in writing within thirty (30) days of becoming aware of the Change in Law, along with details of its impact. Pending determination, performance shall continue to the extent reasonably practicable.

29.2.5. An event shall not be claimed or treated simultaneously as a Force Majeure Event and a Change in Law.

### **30. NOTICES**

Any notice, request, demand, consent or other communication required to be given under this RFP or the Project Documents shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post or courier, or transmitted by email to the authorised representative of the respective Party at the address notified for such purpose, with acknowledgement of receipt.

### **31. GOVERNING LAW AND JURISDICTION**

This RFP and all matters arising out of or in connection herewith shall be governed by and construed in accordance with the laws of India. Subject to the arbitration provisions, the courts at Jaipur, Rajasthan shall have exclusive jurisdiction.

### **32. SETTLEMENT OF DISPUTES AND ARBITRATION**

32.1. All disputes arising out of or in connection with this RFP or the Project, which are not resolved amicably, shall be referred to arbitration by a sole arbitrator appointed by the Authority in accordance with the Arbitration and Conciliation Act, 1996.

32.2. In the event the appointed arbitrator is unable or unwilling to act, a substitute arbitrator shall be appointed in the same manner, who shall proceed from the stage left by the predecessor.

32.3. The party invoking arbitration shall submit a detailed statement of disputes and claims along with the notice invoking arbitration.

32.4. If the Selected Bidder fails to invoke arbitration within one hundred and twenty (120) days from the date of final intimation of closure or settlement of accounts, the claims shall be deemed to have been waived.

32.5. Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

32.6. The arbitrator shall give a reasoned and speaking award on each dispute. Fees and costs shall be shared equally unless otherwise directed by the arbitrator.

32.7. The seat and venue of arbitration shall be Jaipur.

### **33. COMPLIANCE WITH LABOUR LAWS AND INSURANCE**

33.1. The Selected Bidder shall comply with all applicable labour laws, rules and regulations in force from time to time and shall be solely responsible for payment of compensation, wages, statutory dues and benefits to its personnel. The Selected Bidder shall take and maintain adequate insurance coverage in respect of all its personnel and third-party liability, including insurance against accidents, injury and death, and shall produce proof of such insurance to the Authority on demand. If any liability is discharged by the Authority on account of default of the Selected Bidder, the same shall be recoverable from the Selected Bidder.

#### **33.2. FAIR WAGE CLAUSE**

33.2.1. The Selected Bidder shall pay not less than the minimum wages/fair wages as fixed and revised from time to time under the Minimum Wages Act, 1948 and other applicable labour laws.

33.2.2. The Selected Bidder shall ensure payment of fair wages to all labour engaged directly or indirectly, including through sub-contractors.

33.2.3. The Selected Bidder shall comply with all labour regulations relating to wages, deductions, registers, returns, inspections and conditions of employment.

33.2.4. The Authority shall have the right to deduct from any amount due to the Selected Bidder any amount required to make good any loss suffered by workers due to non-payment or short payment of wages.

33.2.5. The Selected Bidder shall be primarily liable for all such payments and compliance, without prejudice to its right of recovery from its sub-contractors.

33.2.6. Any breach of this clause shall be deemed to be a breach of contract.

### **34. INTELLECTUAL PROPERTY**

34.1. “Intellectual Property” shall mean all information, data, content, inventions, discoveries, processes, designs, drawings, databases, reports, manuals, courseware, curricula, digital content, training materials, assessment tools, software (including source code and object code), platforms, systems, documentation and works, whether registered or unregistered and whether electronic or otherwise, including but not limited to all academic, administrative, trainee, faculty, operational and management information generated, collected, developed or compiled by the Selected Bidder / SPV or any person acting on its behalf in connection with the Project, and any material or information necessary for the proper development, upgradation, operation, maintenance, management and monitoring of the ITIs and the Project.

34.2. The Parties agree that all Intellectual Property developed, generated, acquired or created by the Selected Bidder / SPV in the course of or for the purposes of the Project shall vest absolutely and exclusively in the State Government. The Selected Bidder / SPV shall fully and promptly disclose all such Intellectual Property in writing and in confidence to the Authority within seven (7) days from the date of its creation or acquisition. The State Government shall have the exclusive right to take all actions necessary to obtain intellectual property protection of such Intellectual Property, including filing, prosecution and registration. The State Government shall hold such disclosed Intellectual Property in confidence for a period of ninety (90) days from the date of disclosure solely for the purpose of enabling such protection.

34.3. In the event that, under any applicable law, ownership of any Intellectual Property is deemed to vest in the Selected Bidder / SPV or any of its personnel, the Selected Bidder / SPV shall, at its own cost, take all necessary steps to ensure that such ownership is irrevocably transferred to and vested in the State Government, free from all encumbrances, within thirty (30) days from the date of its creation or acquisition.

34.4. Where the Selected Bidder / SPV brings into the Project any pre-existing intellectual property owned or controlled by it or its personnel, the Selected Bidder / SPV hereby grants, and shall ensure that it has the right to grant, to the State Government a perpetual, irrevocable, royalty-free, non-exclusive and transferable licence to use, modify, adapt, integrate and sub-license such intellectual property to the extent that it is incorporated in, necessary for, or used in connection with the Project, including for continuation, replication, scaling or transition of the Project.

34.5. The Selected Bidder / SPV shall not assert any intellectual property rights in any manner that restricts the State Government’s right to use, replicate, adapt, publish or share any Intellectual Property for public, training, academic, policy or administrative purposes.

### **35. CONFIDENTIALITY& NON-DISCLOSURE**

35.1. Any information pertaining to the Authority, the State Government or any other agency involved in the Project, including all technical, financial, operational, institutional and personal data, which comes to the knowledge of the Selected Bidder in connection with the

bidding process or execution of the Project, shall be treated as strictly confidential. The Selected Bidder shall hold such information in trust, shall ensure that the same is not disclosed, published or made available to any third party without prior written consent of the Authority, and shall be fully responsible for ensuring confidentiality by its employees, representatives, agents and associates.

35.2. The Selected Bidder shall ensure due secrecy of all information and data not intended for public circulation and shall use such information solely for the purposes of this Project. Any breach of this obligation shall render the Selected Bidder liable for all consequences, including termination and recovery of damages. The obligations under this clause shall survive expiry or termination of the Project.

### **36. CONFLICT BETWEEN DOCUMENTS / ORDER OF PRECEDENCE**

36.1. In the event of any inconsistency, discrepancy, ambiguity or conflict between the provisions of the various documents relating to the Project, the following order of precedence shall apply, unless otherwise expressly stated:

- i. This Request for Proposal / RFP Document (including all corrigenda, addenda and clarifications issued by the Authority);
- ii. License Agreement (LA) executed between the Authority and the SPV;
- iii. Shareholders' Agreement (SHA) executed among the shareholders of the SPV;

36.2. In the event of any conflict between different parts of the same document, the provision which is more specific to the subject matter shall prevail over the general provision. Any interpretation required in this regard shall be made by the Authority, and its decision shall be final and binding on all Bidders.

### **37. FRAUD AND CORRUPT PRACTICES**

37.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the 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 License Agreement, or otherwise.

37.2. 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 License Agreement, or otherwise, if a Bidder or Licensee, 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 License Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

37.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

37.3.1. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Cluster or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Cluster;

37.3.2. “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;

37.3.3. “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.

37.3.4. “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

37.3.5. “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.

## **38. MISCELLANEOUS**

38.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

38.2.1. 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;

38.2.2. consult with any Bidder in order to receive clarification or further information;

38.2.3. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

38.2.4. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

38.2.5. 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.

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

**FORMS & FORMATS**

### A. Format A: Strategic Investment Plan

A suggested structure for the Strategic Investment Plan that each AIP/Industry partner must prepare for each Hub and Spoke Cluster, including key sections and information required (To be read in conjunction with Chapter 10 of this RFP and Page 43-47 of PM-Setu Guidelines).

#### Template for Strategic Investment Plan (SIP) for H&S Cluster

Details of Hub-Spoke ITI Clusters	
Contact Name, Title, Tel, Email of bidder/Industries	AIP or AIP lead consortium

#	Section
1.	Introduction
2.	Financial Details: Budget Overview, Sources, and Application of Funds
3.	Vision, Mission, and Strategic Objectives
4.	New and Revised Courses Proposed Based on Demand and Gap Analysis <ul style="list-style-type: none"> <li>• Long-term (CTS, Diploma),</li> <li>• Industry-certified programs</li> <li>• Other demand-driven and innovative programs</li> </ul>
5.	Proposed Industry and Employer Linkages
6.	Innovation Proposed in Training Program, and Pedagogy
7.	Capacity Building Plan for ITI Leadership and Instructors
8.	Infrastructure Modernization and Development Plan (including digital infrastructure)
9.	Gender Equity and Social Inclusion Strategy
10.	Monitoring, Evaluation, and Performance Measurement Framework
11.	Governance Structure and Management Framework
12.	Strategy for Financial Sustainability and Scalable impact
13.	Stakeholder consultation, Engagement and Communications strategy
14.	Risk Identification, Assessment, and Mitigation Plan

15.	Template 1: Baseline Characteristics of Hub and Spoke it is
16.	Template 2: Budget allocation of the last three financial years
17.	Template 3: Five-Year Strategic Investment Plan and Budget for ITI Consortium
18.	Template 4: Performance Indicators for Measuring Success
19.	Template 5: Implementation Gantt Chart

## B. Format B: Annual Operating Plan (AOP)

*(To be submitted by the SPV for each financial year)*

Section	Field	Details to be filled by SPV
<b>A. General Information</b>	Name of SPV	
	Cluster Name	
	Hub ITI	
	Spoke ITIs	
	Financial Year of AOP	
	Date of Submission	
	Reference to SIP & approved Annual Plan	
<b>B. Activity Identification</b>	Activity Number	
	Activity Title	
	Location	<input type="checkbox"/> Hub ITI <input type="checkbox"/> Spoke ITI (Name: ___)
	Nature of Activity	Infrastructure / Equipment / Training / Operations / Staffing / Other
	Category	<input type="checkbox"/> CapEx <input type="checkbox"/> OpEx
<b>C. Activity Description</b>	Detailed Description of Activity	
	Linkage with SIP objective/component	
	Covered under approved Annual Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>D. Implementation Schedule</b>	Start Date	
	End Date	
	Quarter/Phase	
	Key Milestones	
<b>E. Outputs &amp; Targets</b>	Expected Output/Deliverable	

	Measurable Performance Indicator	
	Annual Target	
	Means of Verification	
<b>F. Financial Details</b>	Estimated CapEx (₹)	
	Estimated OpEx (₹)	
	Total Cost of Activity (₹)	
	SIP Approved Ceiling (₹)	
	Variance (+/-)	
	Within SIP Envelope	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>G. Approvals &amp; Compliance</b>	Approving Authority	<input type="checkbox"/> SPV Board <input type="checkbox"/> SSC/NSC
	Whether SSC/NSC approval required	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Approval reference (if available)	
<b>H. Responsibility &amp; Risk</b>	Implementing Unit / Officer	
	Key risks / dependencies	
	Remarks	
<b>I. Cluster Financial Summary (to be filled once per AOP)</b>	Total CapEx for the Year (₹)	
	Total OpEx for the Year (₹)	
	Grand Total (₹)	
	SIP Annual Ceiling (₹)	
	Overall variance (+/-)	
<b>J. Declaration</b>	Name & designation of authorised signatory	
	Signature & Seal	
	Date	

### C. Format C: Forwarding Letter

From:

Full Name of the bidder firm (Address)	
Phone No./ Mobile No.	
Fax No.	
Email ID	
Website	

To

**Director (Training), Directorate of Technical Education Rajasthan,  
Department of Skill, Employment and Entrepreneurship, Jodhpur 342011.**

Dear Sir,

1. With reference to your Request for Proposal for ‘Upgradation, Operation and Management of Industrial Training Institutes (ITIs) under the PM-SETU Scheme through an Industry-led Special Purpose Vehicle (SPV) under Public Private Partnership (PPP) mode’, I/We hereby submit our Bid through the e-procurement portal under the prescribed bidding system.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of bid opening and to the extension of the said date by another 30 days in case it is so decided by the Authority. I/We shall be bound by communication of acceptance of the offer dispatched by the Authority within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Authority, the offer will remain open for acceptance till the next working day.
4. I/We hereby enclose Demand draft No / Banker Cheque no. .... dated ..... for Rs..... Rupees .....(in words) payable at Jodhpur towards Earnest Money and another Demand Draft/Bankers Cheque No.....dated ..... for Rs..... Rupees ..... (in words) payable at Jodhpur towards tender cost & another Demand Draft/Bankers Cheque No.....dated ..... for Rs..... Rupees ..... (in words) towards Bid processing Fee. In the event of my/our Bid being accepted, I/We agree to furnish agreement within fifteen working days of acceptance of the Bid.
5. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.
6. I/We do hereby declare that the bidder Firm has not been blacklisted or debarred by the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance

Department, Government of Rajasthan for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions at any point of time during the last five years from the last date of bid submission. (\*)

OR

I/ We hereby declare that the bidder Firm was blacklisted or debarred by..... (The name of the Department/ Agency) for a period of..... (years/ months), which period has expired on.....(date) & it is no more effective on the date of issuing of bid. (Full details of the reasons for blacklisting/ debarring, and the communication in this regard, should be given) (\*)

(\*) (Strikeout whatever is not applicable)

7. The bidder hereby declare that the security deposit of the bidder Firm has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered in to by the Firm with the Authority or State/ Central Govt. Department, during the last five years from the date of bid submission.
8. I/We hereby declare that the Bidder Firm, its proprietor/ any of the partners/any of the Directors has not been, at any time, convicted by any court for any offence involving moral turpitude and sentenced to imprisonment.
9. I/We certify that all information furnished by the bidder Firm is true & correct and in the event that the information is found to be incorrect/ untrue, the Authority shall have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Authority may have under the Contract and Law.

**(Signature of Bidder)/ (Authorized Signatory)**

**(Seal of Bidder Firm)**

## **Appendices**

## **APPENDIX-I Letter Comprising the Technical Bid**

To,

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

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

Dated:

Dear Sir,

5. With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for theaforesaid Cluster. The Bid is unconditional and unqualified.
  
1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Cluster, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
  
2. This statement is made for the express purpose of qualifying as a Bidder for the development, augmentation, operation and management of the aforesaid Cluster.
  
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
  
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
  
5. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
  
6. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other publicsector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Cluster, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.
8. I/ We believe that we satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
9. I/ We declare that we or our/ its Associates are not a part of any other Bid for the Cluster.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Cluster or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. We further certify that no investigation by a regulatory authority is pending either against us/ or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13<sup>th</sup> July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
14. I/We further certify that we or any entity controlled by it, from participating in

any project (PPP or otherwise), and no bar subsists as on the date of Bid.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Cluster 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 License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the Cluster Site.
19. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Cluster.
20. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix II of the RFP, is also enclosed.
21. I/ We understand that the Selected Bidder shall incorporate a Section 8 Company under the Indian Companies Act, 1956/ 2013 as such prior to execution of the License Agreement.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We certify that in terms of the RFP, my/our Net Worth is positive in the financial year preceding Bid Due Date.
24. I/ We offer Bid Security of INR. [\*] Crore (Rupees \_\_\_ Only) to the Authority in accordance with the RFP Document.
25. The Bid Security in the form of a {Demand Draft/ Bank Guarantee} has been submitted.
26. The documents accompanying the Bid, required to be submitted in original as specified in RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid for ..... Cluster" and the documents specified in the RFP have been uploaded/ are being uploaded on the official website.

27. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Cluster is not awarded to me/us or our Bid is not opened or rejected.
28. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, our own estimates of costs/commitment and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Cluster.
29. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
30. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
31. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Cluster in accordance with the Bidding Documents and the License Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder

## Appendix I: Annex-I Particulars of the Bidder

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

- Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Cluster:

3. Particulars of individual(s) who will serve as the point of Contact

- Name:
- Designation:
- Address:
- Phone Number:
- Email:

4. Particulars of the Authorized Signatory of the Bidder:

2. Name:
3. Designation:
4. Address:
5. Phone Number:
6. Email:

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

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		
----	--	--	--

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

## Appendix I: Annex-II Financial Capacity of the Bidder

Name of single entity Bidder:

(In Rs. crore<sup>§</sup>)

Biddertype <sup>§§</sup>	Net Worth <sup>ff</sup>
(1)	(2)
Single entity Bidder	
<b>TOTAL</b>	

Name & address of Bidder's Bankers:

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

<sup>§§</sup>A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder.

<sup>ff</sup>The Bidder should provide details of its own Financial Capacity or of an Associate specified in the RFP.

Instructions:

1. The single entity Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - 1.1. reflect the financial situation of the single entity Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - 1.2. be audited by a statutory auditor;
  - 1.3. be complete, including all notes to the financial statements; and
  - 1.4. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  
2. Net Worth in case of a company shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

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

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

**Appendix I: Annex-III Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder)*

Ref. Date:

To,  
.....  
.....  
.....

Dear Sir,

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

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

Thanking you,

Yours Faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**APPENDIX-II Power of Attorney for signing of Bid**

Know all men by these presents, We .....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), .....son/ daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation proposed or being developed by the..... (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the License 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 Cluster and/ or upon award thereof to us and/ or till the entering into of the License Agreement with the Authority.

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

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

For  
.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

## APPENDIX–IV Format of Bank Guarantee for Bid Security

B.G. No. Dated:

- A. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of .....(a company registered under the Companies Act, 1956/2013)and having its registered office at ..... (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation (hereinafter referred to as “the Cluster”) pursuant to the RFP Document dated issued in respect of the Cluster and other related documents including without limitation the draft License Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at .....(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 4.6 Crore (Rupees Four Crore and Sixty Lakhs Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- B. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- C. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be

conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [\*\*\*]Only).

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

- I. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- J. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- K. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- L. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- M. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [\*\*] (Rupees \_\_\_ Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by .....Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

## **ANNEXURE 'A': COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit or a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purposes of the Bid; or
  - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the

same subcontractor not otherwise participating as a Bidder, in more than the Bid;  
or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in charge/consultant for the contract.

Date: -

Place: -

**(Signature of Bidder)/ (Authorized Signatory)**

**(Seal of Bidder Firm)**

**ANNEXURE 'B': DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

In relation to my/our Bid submitted to Department of Skill, Employment & Entrepreneurship for selection of an Anchor Industry Partner for upgradation and operation of ITIs under PM-SETU, in response to the relevant Notice Inviting Bid/RFP, I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

- (a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- (b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- (c) I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
- (d) I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (e) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date: \_\_\_\_\_ Signature of bidder

Place: \_\_\_\_\_ Name:

Designation:

Address:

**ANNEXURE 'C': GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**

The designation and address of the First Appellate Authority is:

[Commissioner, Department of Skill, Employment & Entrepreneurship, Government of Rajasthan]

The designation and address of the Second Appellate Authority is:

[Secretary, Department of Skill, Employment & Entrepreneurship, Government of Rajasthan]

- Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omissions, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only a Bidder who has participated in procurement proceedings.

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para(2) or of the date of receipt of the order passed by the First Appellate Authority as the case may be.
- Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;

- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.
  - Form of Appeal
    - An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
    - Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
    - Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be in person or through registered post or authorized representative.
  - Fee for filing appeal
    1. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees then thousand, which shall be non-refundable.
    2. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
  - Procedure for disposal of appeal.
    - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by way of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
    - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-
      - i. Hear all the parties to appeal present before him; and
      - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
    - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
    - d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Memorandum of Appeal under the Rajasthan  
Transparency in Public Procurement Act, 2012**

Appeal No. .... of ..... Before the ..... (First/Second  
Appellate Authority)

- a) Particulars of appellant:
  - i. Name of the appellant
  - ii. Official address ,if any
  - iii. Residential address
- b) Name and address of the respondent (s):
  - (i)
  - ii)
  - (iii)
- c) Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- d) If the Appellant proposes to be represented by a representative, the name and postal address of the representative.
- e) Number of affidavits and documents enclosed with the appeal:
- f) Grounds of appeal: ..... (Supported by an affidavit)
- g) Prayer: .....

Place:

Date:

Appellant's Signature

## **ANNEXURE 'D': ADDITIONAL CONDITIONS OF CONTRACT**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (1) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be correct, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (2) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ; and
- (3) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to(i) and(ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

#### **(2) Procuring Entity's Right to Vary Quantities**

- a. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- b. Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- c. Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:-

1. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
2. 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- i. The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
- ii. that the additional quantities so procured shall be part and parcel of the work being executed;
- iii. That the limit of 50% of the value of original contract shall not be exceeded in any case.

(3) Dividing quantities among more than one Bidder at the time of a award (In case of procurement of goods).

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Place:

Date:

Appellant's Signature

**ANNEXURE ‘E’: DECLARATION FOR NON-DEBARMENT**

{To be filled by the Bidder on Rs. 100/- Non-Judicial Stamp Paper}

To

The Director (Training)  
Directorate of Technical Education  
Jodhpur (Rajasthan).

Subject: - Declaration for Non-Debarment

Ref. Bid No.-----

Dear Sir,

With reference to above mention subject, we hereby declare that, -----

-----  
(Name of the Organization) is not under investigation/charged/prosecuted/debarred/declared having dissatisfactory performance by the Director (Training), Directorate of Technical Education, Department of Skill, Employment and Entrepreneurship, Government of Rajasthan or by the Finance Department, Government of Rajasthan, as on the last date of bid submission for supply of materials or operations and maintenance work.

Yours Faithfully,

Authorized Signatory: \_\_\_\_\_

(Signature of the Bidder, with Official Seal)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**ANNEXURE 'F': DECLARATION FOR CORRECT INFORMATION**

{To be filled by the Bidder on Rs. 1000/- Non-Judicial Stamp Paper}

To

The Director (Training)  
Directorate of Technical Education  
Jodhpur (Rajasthan).

Subject: - Affidavit of correct information  
Ref. Bid No.-----

Dear Sir,

With reference to above mention subject, we hereby declare that, -----  
------(Name  
of the Organization) has furnished the correct information in the tender and we solely responsible  
for furnishing wrong/false information in the bid.

Yours Faithfully,

Authorized Signatory: \_\_\_\_\_

(Signature of the Bidder, with Official Seal)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Schedule-I: Cluster Details (Hub ITI and Spoke ITIs)**

<b>Hub</b>	<b>Spoke</b>
Jodhpur	Pali
	Phalodi
	Mandore
	Luni

**Schedule-II: Baseline Data for Cluster**

<b>Objective Areas</b>	<b>Program / Output KPIs</b>	<b>Hub: Jodhpur</b>	<b>Spoke: Pali</b>	<b>Spoke: Phalodi</b>	<b>Spoke: Mandore</b>	<b>Spoke: Luni</b>
<b>Scale &amp; Efficiency</b>	<b>CTS Enrolment Rate</b> (count of students appearing for final examinations vs. total number of available seats)	94.06%	61.12%	50.00%	50.00%	56.31%
	<b>CTS Pass Percentage</b> (count of students passing final examinations vs. count of students appearing for final examinations)	88.60%	91.49%	91.27%	100%	80.95%
<b>Quality</b>	<b>Placement Rate for CTS Trainees</b> (count of students securing a job vs. count of students enrolled)	56.80%	50.00%	50.00%	50.00%	50.00%
	<b>Enrolment Share of Priority Groups in CTS courses:</b> Share of women, PwD, SC, ST, OBCs in total enrolment across CTS and non-CTS courses (enrolment considered as students appearing for final examinations)	58.92%	98.11%	50.00%	50.00%	50.00%
<b>Industry Co-Ownership &amp; Sustainability</b>	<b>Share of Hub ITI Graduates Recruited by Industry Partner</b> (count of students securing a job with organizations in the AIP consortiums vs.	NA	NA	NA	NA	NA

	count of students participating in placements)					
	<b>Industry Apprenticeships or On-the-Job (OJT) Training Prior to Graduation</b> (count of students graduating from CTS courses having undertaken apprenticeships or OJTs / count of students graduating from CTS courses)	71.87%	50.00%	50.00%	50.00%	50.00%
	<b>Revenue from Non-CTS Sources</b> (as % of total SPV revenues)	NA	NA	NA	NA	NA

## GENERAL INFORMATION

<b>Unique Bid Ref. No. (DTE)</b>	01/RFP 07/2025-26
<b>NIB Reference No.</b>	<b>TET2526A0139</b> Dated: 07.02.2026
<b>Name &amp; Address of the Procuring Entity</b>	Name and Address: Director, Directorate of Technical Education (Training), Department of Skill, Employment & Entrepreneurship, Jodhpur (Rajasthan) W-6, Residency Road, Gaurav path, Jodhpur 342011
<b>Bid Procedure</b>	Single-stage Two cover (envelope) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>• Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://dot.rajasthan.gov.in">http://dot.rajasthan.gov.in</a></li> <li>• Bidding document fee: Rs. 5000/- ((Rupees Five Thousand only) Banker's Cheque or DD or e-Grass challan in favour of "DIRECTOR (TRAINING), DIRECTORATE OF TECHNICAL EDUCATION JODHPUR".</li> <li>• RISL Processing Fee: Rs. 2500/- (Rupees Twenty-Five Hundred only) Demand Draft in favour of "MD RISL JAIPUR".</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>• Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>• Start Date: 07.02.2026 at 6 PM</li> <li>• End Date: 07.04.2026 at 12:00 PM</li> </ul>
<b>Pre-Bid meeting</b>	<ul style="list-style-type: none"> <li>• As on date 04.03.2026 at 3:00 PM at Managing Director Office, Rajasthan Skills and Livelihood Development Corporation, J-8-A Jhalana Institutional Area, Jaipur, 302004.</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft/e-Gras challan for Bid document Fees, Bid Security, and RISL Processing Fee and original copy of necessary affidavit and declaration submit Physically at DTE Jodhpur.</b>	Before 07.04.2026 at 12:00 PM
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 07.04.2026 at 3:00 PM</li> <li>• Place: Directorate of Technical Education Rajasthan, Department of Skill, Employment and Entrepreneurship, Jodhpur 342011</li> </ul>

## CHECKLIST

### **List of required Schedules/documents to be submitted online duly signed/ digitally Signed by Authorized Signatory**

*The following list is indicative. Bidders shall upload the applicable documents as per the RFP. Any other document required under the RFP and not specifically listed below shall also be submitted, if applicable.*

S. No.	Particulars	Description of required document	Details of documents to be uploaded by bidder
<b>(i) COVER – I : Details of Bid Fee/Bid Security/Bid Processing Fee etc. ( .pdf)</b>			
01	Bid Document Fee	Proof of payment of Bid Document Fee (DD / Banker's Cheque / e-Grass Challan)	Copy of payment instrument
02	RISL Processing Fee	Proof of payment of RISL Processing Fee	Copy of DD in favour of MD, RISL Jaipur
03	Bid Security (EMD)	Bid Security in prescribed format	Bank Guarantee / DD as per Appendix-IV
04	Letter Comprising the Technical Bid	Covering letter for Technical Bid	As per Appendix-I
05	Power of Attorney	Authorization for signing the bid	As per Appendix-II
06	Particulars of the Bidder	Basic details of the bidder	Annex-I to Appendix-I
07	Financial Capacity	Financial capability details	Annex-II to Appendix-I
08	Statement of Legal Capacity	Legal eligibility declaration	Annex-III to Appendix-I
09	Strategic Investment Plan (SIP)	Detailed SIP for Hub & Spoke ITIs	Format A
10	Annual Operating Plan (AOP)	Year-wise operating plan	Format B
11	Certificate of Incorporation	Proof of legal entity	MOA & AOA / Partnership Deed
12	Audited Financial Statements	Balance Sheet & P&L for last 3 years	CA-certified copies
13	Consortium Documents (if applicable)	Joint Bidding Agreement	Signed agreement
14	Power of Attorney for Lead Member	Authorization for consortium lead	Signed POA
15	Code of Integrity Declaration	Compliance confirmation	Annexure-A
16	Qualification Declaration	Eligibility declaration	Annexure-B
17	Grievance Redressal Undertaking	Acceptance of grievance mechanism	Annexure-C
18	Additional Conditions of Contract	Acceptance of additional conditions	Annexure-D
19	Non-Debarment Declaration	Declaration of non-blacklisting	Annexure-E
20	Declaration of Correct Information	Affidavit for correctness of information	Annexure-F
21	Any Other Supporting Document	Additional documents required by RFP	Relevant supporting pages
<b>(iii) COVER – II : Financial/Price Bid/BOQ (.xls)</b>			
01	Price bid/BOQ	Details of Price quoted of the material offered in Price bid/ BOQ	Details of price quoted / bidder's financial contribution as per BOQ format

## FINANCIAL BID

(Rates must be quoted and uploaded separately in the Financial Bid only and not in Technical Bid at anywhere.)

**Item Rate BoQ**

Validate   Print   Help

Tender Inviting Authority: Director (Training), Directorate of Technical Education Rajasthan, Department of Skill, Employment and Entrepreneurship, Jodhpur  
 Name of Work: For Selection of Anchor Industry Partner(s) for Upgradation of Industrial Training Institutes (ITIs) under the National Scheme for ITI Upgradation (PM SETU)  
 Contract No: 01/2025-26

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**  
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Minimum percentage (%) as share of AIP(Bidder)	Quoted rate in percentage (%) as share In Figures To be entered by the Bidder	TOTAL AMOUNT Quoted rate in percentage (%) as share in Figures To be entered by the Bidder	TOTAL AMOUNT In Words
1.01	select the Bidder who shall act as an anchor industry partner ("AIP" or "Selected Bidder") and shall be responsible for upgradation of the cluster of the ITIs on a hub and spoke model ("Cluster") through a joint venture with Government. The estimated cost of project is INR 241 Crore ("Estimated Project Cost").	1.000	Nos	17.00		0.00	INR Zero Only
<b>Total in Figures</b>					<b>Rate Entry</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					Please enter Basic Rate in Rupees for this item.	<b>INR Zero Only</b>	