

Punjab Skill Development Mission (PSDM)

Invites

Request for Proposal (RFP)

for

Selection of Private Training Partners for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with Placement Facility at Patiala under PPP format

(March 2019)

Price of the document: INR 5,000/- (Non refundable)

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Punjab Skill Development Mission (PSDM) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist in the formulation of their Proposal submission. This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for PSDM and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

PSDM and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of PSDM or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

PSDM may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that PSDM is in a position to furnish is limited to this RFP and the information available at the contact addresses given in para 1.1.8 and 1.1.9, along with any amendments/ clarifications thereon. This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the bidder as Concessionaire.

Selection of Private Training Partner for Setting up, Operation and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab on PPP format

SN	Parameters	Details
1.	Project Title	Selection of Private Training Partner for Setting up, Operation and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab on PPP format
2.	Concessioneing Authority	Punjab Skill Development Mission ("PSDM")
3.	Proposed Project Detail	Setup, Operate and Maintain the Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala. The Project shall be located at within the premises of the existing medical college at Patiala.
4	Concession Period	10 years
5.	Bid Parameter	Revenue Share quoted by the Successful Bidder
6.	Financial Covenants	Bid Security: Rs 2,50,000 (Rupees Two Lakhs and Fifty thousand only) (Refer Clause 3.6.1 for details)
		Performance Security: Rs 10,00,000 (Rupees Ten Lakhs Only) (Refer Clause 3.6.2 and Article 8 of the Draft Concession Agreement for details)

1 Invitation for Proposal

1.1 Introduction

- 1.1.1 Punjab Skill Development Mission (“PSDM” or the “Authority”) intends to setup Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala (the “Project”) through Public Private Partnership (PPP) format.
- 1.1.2 This Request for Proposal (RFP) is for the selection of Private Training Partner for the set up, operation and maintenance of the Project through Public Private Partnership (PPP) mode for a **Concession Period of 10 (ten) years**.
- 1.1.3 An Agreement will be drawn up amongst the “Authority” and the Selected Bidder/ Concessionaire on PPP basis (the “Concession Agreement”).
- 1.1.4 The Authority has adopted single stage two-step process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this RFP (“the Bidder”). The first step of the process involves qualification of the interested parties on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. On the basis of Technical Evaluation, the Authority shall shortlist technically qualified Bidders. In the second step of the process, Financial Proposal of only these shortlisted Bidders shall be opened and evaluated for identification of the Selected Bidder.
- 1.1.5 The RFP contains information about the Project, Bid Evaluation Process, Proposal Submission details and qualification requirements. All proposals would be evaluated in terms of Technical and Financial capability of the Bidder.
- 1.1.6 The RFP is released to the shortlisted bidders by PSDM. The bidders may obtain the hard copy of the RFP document from the address given below between 10:00 hrs and 17:00 hrs IST by a written request clearly stating “Request for Proposal for Selection of Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab under PPP format” and on submission of a non-refundable Bid Document Fee of INR 5,000/- (Rupees Five Thousand only) by way of a crossed demand draft drawn in favour of “Punjab Skill Development Mission”, payable on any scheduled bank in Chandigarh.

Address for obtaining the RFP document:

Member Secretary

Punjab Skill Development Mission (PSDM)
SCO No. 149-152, Second Floor
Sector 17-C, Chandigarh
Telephone Number (Office): 0172-2720153
E-Mail: steitpunjab@gmail.com,

- 1.1.7 The Proposals (i.e. consisting of both Technical Proposal and Financial Proposal) must be received no later than **1500 hrs** (hard copy submission) on **08-4-2019** in the manner specified in the RFP document at the address given below:

Member Secretary

Punjab Skill Development Mission (PSDM)
SCO No. 149-152, Second Floor
Sector 17-C, Chandigarh
Telephone Number (Office): 0172-2720153
E-Mail: steitpunjab@gmail.com

- 1.1.8 The Authority shall not be responsible for any delay in receiving of the Proposals and reserves the right to reject/accept any or all Proposals without assigning any reason thereof.
- 1.1.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail at the following address. The envelopes/communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Selection of Private Training Operator for Setting up, Operation and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab”

Address

Member Secretary

Punjab Skill Development Mission (PSDM)
SCO No. 149-152, Second Floor
Sector 17-C, Chandigarh
Telephone Number (Office): 0172-2720153
E-Mail: steitpunjab@gmail.com

1.2 Schedule of the Bidding Process

1.2.1 The Authority shall adhere to the following schedule:-

1	Sale of Bid Documents	07-03-19
2	Pre-Bid Conference	19-03-19
3	Issuance of clarification of pre- bid conference and amendments in RFP if required	22-03-19
4	Bid Due Date (Hard Copy submission of the Bid)	08-04-19 up to 3 PM
5	Opening of Bids to ascertain valid DDs	08-04-19 at 3:30 PM
6	Validity of Bids	180 days of Bid Due Date
7	Technical Presentation	To be informed after 08.04.19
8	Opening of Financial Proposals	To be informed to Shortlisted Bidders
9	Notice of Award (NoA)	Within 30 days of Bid Due Date
10	Acceptance of NoA	Within 10 days of Award
11	Submission of Performance Security to PSDM	Within 30 days of acceptance of NoA
12	Signing of Concession Agreement	Within 45 days of acceptance of NoA

2 Project

2.1 Background

- 2.1.1 National Policy for Skill Development and Entrepreneurship Policy 2015 envisions “To create an ecosystem of empowerment by Skilling on a large Scale at Speed with high Standards and to promote a culture of innovation based entrepreneurship which can generate wealth and employment so as to ensure Sustainable livelihoods for all citizens in the country”. In line with the National Policy for Skill Development and Entrepreneurship Policy, the Government of Punjab has set up the Punjab Skill Development Mission (PSDM) to address the skill gap existing in the state and skill the youth for Employability and Entrepreneurship.
- 2.1.2 The Government of Punjab intends to set up world class facility, to be called Health Sector Skill Development Centre (HSSDC) along with the supporting residential/hostel facilities, in the existing Medical Colleges to meet the challenge of shortage of skilled manpower in the health sector. Following are the key objectives of the project:
- 1 To fully align the skill training with the needs of the health sector through developing curriculum & course content with HSSC aligned to QP-NOS and NSQF
 - 2 To cater to the needs of local, state, national and international job market
 - 3 To encourage employability among the students
 - 4 To support skill development ecosystem by producing qualified trainers by conducting Train the Trainer (ToT) Programs
 - 5 To provide a variety of arrangements for training in partnership with local health sector to meet their needs
 - 6 To provide for skilling of existing workforce, up-skilling, re-skilling, recognition of prior learning and other such needs
 - 7 To provide a highly professional, dynamic and empowered management to operate and manage the centre
 - 8 To provide for effective implementation of various skill development initiatives under Ministries of Government of India and State Government
 - 9 To set-up and maintain the hostel/residential facilities as the supporting infrastructure to HSSDC
- 2.1.3 The Project as detailed out in the Schedule II & III and other parts of the Concession Agreement will be given to the Private Training Partner to setup, operate and maintain on PPP basis for a Concession Period of 10(Ten) years.

2.2 Project Location

2.2.1 HSSDC Patiala

The proposed location for the centre is within the premises of Government Medical College, and Hospital Patiala.

2.3 Project Brief

- 2.3.1 The land & building for the HSSDC will be provided by the Government / PSDM while the Private Training Partner / Selected Bidder shall be responsible for setting up and managing the operations.
- 2.3.2 The Private Training Partner shall develop the entire expertise of student mobilization, pedagogy, placement mechanism, etc at the HSSDC.
- 2.3.3 A separate building for the HSSDC has been constructed by the government on the vacant land available within the identified Government Medical College of Patiala.
- 2.3.4 In addition, dedicated separate hostels for student's accommodation have been built at the centres.
- 2.3.5 The configuration, courses for the proposed centres have been developed by PSDM after deliberation from the NSDC, Health Sector Skill Council, concerned state departments. The selected course are all the approved courses by the Healthcare Sector Skill Council.
- 2.3.6 As per the indicative calculations given in Schedule IV, it is expected that the HSSDC would have a training capacity of 400 trainees per year.
- 2.3.7 The HSSDC will follow the course structure as defined by NOS Course guidelines or as identified by Health Sector Skill Council (HSSC). The final courses, duration, batches and other details for identified courses would be finalized by the Private Partner in the Project Execution Plan after incorporation inputs from the various stakeholders.
- 2.3.8 In addition to the list of defined courses and capacities, the Private Training Partner may propose to run additional courses targeted for international certification, Industry specific courses based on collaborations, etc.

2.4 Other Details for the Project

- 2.4.1 The Concession Period shall be of 5 (five) years.
- 2.4.2 The Private Training Partner shall be responsible for setting up, operations and management of the proposed centre at Patiala. It will provide finishes and fit-outs including equipments, training facilities etc
- 2.4.3 The Selected Bidder / Concessionaire shall provide all the capital investment required for making the HSSDC operational. The Selected Bidder / Concessionaire may approach NSDC for funding as per the funding approval received from NSDC as part of the EOI stage for the Project.
- 2.4.4 In addition to this, marketing of courses in and around the catchment area to increase the enrolment of the students at the centre, course curriculum, certification of courses, providing training to the students and trainers in the specified courses and ensuring minimum 70% placement for the interested students enrolled at the Project shall also be the responsibility of the Private Training Partner/ Selected Bidder / Concessionaire.
- 2.4.5 The Private Training Partner would be responsible for all operational aspects of the Centre including security, salaries, administration, etc. and shall adhere to best industry practices for the smooth functioning of the Centre.
- 2.4.6 The Selected Bidder / Concessionaire shall develop MIS systems and provide monthly, quarterly and yearly reports to the Authority on major parameters such as Admissions, Attendance, Placements, Trainers and General Maintenance/Cleanliness. Final Decision will be with the Member Secretary PSDM.
- 2.4.7 The Selected Bidder / Concessionaire / Private Training Partner shall train minimum of 200 students per annum once the operations commence at the HSSDC. The failure to achieve the training and placement targets shall result in penalty for the Selected Bidder / Concessionaire / Private Training Partner in accordance to Article 19 of the Concession Agreement.
- 2.4.8 In Lieu of the rights granted during Concession Period, the Selected Bidder / Concessionaire shall make payment in the form of Revenue Share of Project Revenues to the Authority as per the Concession Agreement.
- 2.4.9 At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the entire Project including all the immovable assets, whether provided by the Authority or brought in by the Concessionaire during the subsistence of the Concession Agreement), in good

condition, thereof shall be transferred back to the Authority, as per the provisions of the Draft Concession Agreement (Section II of the RFP document). The Concessionaire shall be free to remove all the movable assets from the HSSDC upon the expiry or prior termination of the Concession Agreement.

2.5 Commercial Consideration(s)

The Selected Bidder / Concessionaire shall pay **Revenue Share** of the Project Revenues to the Authority as quoted in the Financial Proposal. The first Revenue Share shall be due and payable by the Selected Bidder/ Concessionaire within 10 days from the end of each quarter from the date of commencement of first batch till the end of concession period on the basis of self assessment subject to 3rd party audit. The Revenue Share for the Authority shall be transferred through the Escrow Account to be created for the Project.

2.6 Revenue Streams from the operation of HSSDC

2.6.1 Income from Non-Sponsored Candidates

The Concessionaire / Selected Bidder would be able to determine fees for Non Sponsored Candidates as per applicable market norms and the fee would be reviewed and approved by Punjab Skill Development Mission which will be binding on the Concessionaire / Selected Bidder.

2.6.2 Income from Government Sponsored Candidates

The Concessionaire / Selected Bidder would be able to charge only the fees approved as per the relevant government scheme / Common Norms for the Sponsored Candidates. The Sponsored Candidates shall be given priority over other students for admission at the Project.

2.6.3 Income from Industry/ Medical College Sponsored Candidates

The Concessionaire / Selected Bidder may determine and charge fees for specific industry sponsored courses that may be run at the Centre. However, the proposal for running such courses would have to be approved by the by Project Approval Committee (PAC) of Punjab Skill Development Mission and would be run only post the achievement of capacity for the recommended courses.

2.6.4 Other Revenues Sources

The private partner may submit any other proposals for generating other revenues sources from the Project such as running a Testing Centre, Consulting Centre, Industry tie-ups, Hostels/residential facilities etc subject to the same being approved by PSDM. The Concessionaire shall also be free to provide discounts/ schemes and other incentives to attract more Skill Upgraded Trainees.

(The revenue share quoted by the selected bidder and created from all the mentioned above sources will have to be shared with PSDM through the Escrow account created for the purpose.)

3 Details of the Proposal

3.1 Evaluation Process

The evaluation of the bids will be completed in 2 steps.

- Step 1 – Opening of Technical Proposals and short listing of the applicants
- Step 2 – Opening of Financial Proposals of the shortlisted applicants.

The entire Bidding Process has been explained elaborately in Clause 4 of this RFP Document (Section I).

The Selected Bidder shall be issued Notice of Award (NoA). After issuance of the NoA in writing and acceptance of the same by the Selected Bidder within 10 (ten) days, the Selected Bidder shall enter into a Concession Agreement (draft enclosed as Section II to the RFP document) with the Authority within 45 (forty five) days of conveying his acceptance of the NoA or the date as mutually agreed between the Parties to the Agreement.

After acknowledgement of the NoA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security of INR 10(Ten) Lakhs within 30 days from award of NoA and thereby.

3.2 Technical Proposal Evaluation of Bidders

- 3.2.1 Only those bidders who meet the “Minimum Eligibility Criteria” as mentioned below and scoring more than 60 marks in the Technical Evaluation will be “Technically Qualified” for the Project.

Minimum Eligibility Criteria

- The bidder, shall have trained at least 300 students on a consolidated basis in Health sector courses among the Eligible sector courses over last 3 years

****Eligible courses shall mean MES (MODULAR EMPLOYABLE SKILLS) courses, NOS (National occupational Standards) courses or relevant courses, as applicable, in the health sector recognised by Central or State Governments and Universities.***

NOTE:

“Trained” means vocational training of a minimum duration of 40 hours in the sectors or modules pertaining to any of the following:

- Courses or modules or job roles notified SCVT/NCVT/ Health Sector Skill Council
- Training Programs sponsored by any state or central government department / ministry.
- Courses being undertaken by Industry Associations (“Industry Association” means an independent organization founded and funded by two or more organizations that operate in a specific industry) or certified by central or state government approved certifying agencies.

“Placed” means the candidates should have been placed in the sector of their training at the wages not less than the minimum wages of the state in which they have been employed. The contractual agreement of minimum 1-year duration that specifies variable wage payouts dependent on piece-meal work basis would also qualify under this criteria if the average daily wage over 30 days is more than the minimum daily wages of the state of employment.

Minimum Financial Criteria

- The Bidder shall have an Average Annual Turnover of not less than INR 2.5 Crores (Rupees Two and a half Crores Only) for the last three financial years 15-16, 16-17, 17-18 and from skill development training and placement activities alone, in the last financial year.

NOTE:

Bidder should submit audited Balance sheets and Income Tax Statements for year 2015-16, 16-17, 17-18 as proof.

3.2.2 Evaluation of Technical Proposals:

The Technical proposals of the Bidder will be evaluated on the basis of the below mentioned marking scheme:

	Marks allotted	Max Marks
A) Trained min 300 trainees in last 3 years in specified eligible		20
More than 500	20	
Between 4,00-500	15	
Between 300-400	10	
B) Placed students in the last 3 years in specified eligible Sectors (for more than 3 months)		20
>70%	20	
Between 50-70%	15	
Between 40-50%	10	
C) Dedicated Healthcare Training Facility / Centre of Excellence		15
More than 5 centres	15	
3-5 Centres	10	
1-2 Centres	5	
D) Experience in running training in high fidelity simulation lab	5	5
E)Tie-ups with Corporate Hospitals > 5 Hospitals -5 4-5 Hospitals- 4 3- Hospitals- 3 2 Hospital- 2 1 Hospital- 1	10	10
F) Presentation		
Approach & Methodology towards the Project		30
Project Plan & Proposed Setup		
Employability assurance plan proposed for the project		
Staffing plan in line with the methodology proposed		
Total Marks	100	

3.3 Proposal submitted by an Unincorporated Joint Venture mission

- 3.3.1 There can be a maximum of 2 (two) members in a Joint Venture (JV).
- 3.3.2 For both, Technical Capability and Financial Capability requirements given in Clause 3.2.1, the aggregate technical capabilities and financials of both the JV members shall be considered.
- 3.3.3 Any material changes in the membership of a Bidder will be rejected by PSDM. Proposals submitted by a Joint Venture must provide a written agreement (Joint Venture Agreement) to be signed by each member in that Joint Venture which describes the responsibilities of each member in the Joint Venture. One of the Joint Venture members would be required to be nominated as Lead Member and the same shall also be mentioned in the Joint Venture Agreement. The lead Member shall be shortlisted by either NSDC or HSSC. The Joint Venture Agreement shall be as per Format 5.6 attached.
- 3.3.4 The Lead Member of the Joint Venture (on behalf of the Joint Venture) would sign the Concession Agreement and subsequently carry out all the responsibilities of the Joint Venture and undertake the Project as stipulated in the Concession Agreement.
- 3.3.5 Members of the Joint Venture shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Joint Venture Agreement, as well as in the Proposal and in the Concession Agreement. PSDM may require such documents / undertakings / indemnities as it may deem fit from Joint Venture members before or at the time of issuance of Notice of Award / signing of Concession Agreement.
- 3.3.6 The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member for the entire Concession Period. The representative of the Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with PSDM. Unless specifically advised to the contrary, Authority will assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the JV as the case maybe. Any and all limitations on PSDM of the designated person (s) should be detailed in the Proposal.
- 3.3.7 Each member of the Joint Venture shall submit a signed letter (on the company's Letter Head) with the Proposal, as per Format 5.7.
- 3.3.8 All pertinent information that may affect the performance of the responsibilities of any Joint Venture member such as ongoing litigation, financial distress, or any other such matter – must be disclosed.

3.4 Proposal submission

- 3.4.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.4.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

3.5 Proposal submitted by the Bidder

- 3.5.1 The Single Bidder can be a firm or any company, shortlisted by NSDC/Health Sector Skill Council for this project. The bidder is required to submit all statutory documents i.e. Certificate of Incorporation, partnership deed, MoA & AoA and other documents. To show its operations the bidder must submit its income tax assessment for last three years, tax clearance certificate if any, Goods and service tax registration certificate and other registrations. The bidder must also provide details of any international collaboration or tie-up. The bidder must submit the notarized copies of the above stated documents. The Experience certificates submitted by the bidder must be as per format signed by its client and self-attested.
- 3.5.2 The Selected Bidder shall be liable for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Concession Agreement. PSDM may require such documents / undertakings / indemnities as it may deem fit from the Successful Single Bidder before or at the time of issuance of Notice of Award/ signing of Concession Agreement
- 3.5.3 The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Authority. Unless specifically advised to the contrary, the Authority shall assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Successful Single Bidder. Any and all limitations on the authority of the designated person (s) should be detailed in the Proposal.

3.6 Submission of Foreign Documents as part of Bid/Proposal

- 3.6.1 If the Bidder is submitting any document, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power Of Attorney(s), Undertaking(s), documentary evidence(s), qualifying document(s), etc. then the interested Bidder should submit these as self-certified, signed and stamped with page numbers (on each page by authorized signatory) hard copies of all the documents for the Request for Proposal (RFP).
- 3.6.2 The interested Bidder should also ensure that all such document(s) are in English language only. Documents received in any other language without English translation attached shall be considered non responsive and would be rejected.

In case an International applicant(s) is shortlisted; they would have to submit the duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from or apostille copies (applicable in case of Foreign Document(s) created or originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the

Requirement of Legalization for Foreign Public Documents, 5 October, 1961 “Hague Legalization for Convention, 1961”) of all documents submitted as part of technical proposal earlier. All documents are required to be submitted in English Language. In case of any different language the translated documents must be submitted. These documents would have to be submitted within 3 weeks of announcement of short listing.

3.7 Fees to be paid by the bidder

3.7.1 Document Fees and Bid Security

- a. The Bid / Proposal shall be accompanied by an initial **Bid Document Fee** for a value of **INR 5,000/- (Rupees Five Thousand only)** submitted in the form of a Demand Draft in favour of “Punjab Skill Development Mission” payable at Chandigarh.
- b. The Bid / Proposal shall be accompanied by an initial **Bid Security** or a value of **INR 2,50,000/- (Rupees Two Lakh and Fifty Thousand only)** in the form of a Bank Guarantee that must be issued by any Scheduled Bank, incorporated in India, in favour of “Punjab Skill Development Mission” as per Format 5.4 or in the form of a Demand Draft in favour of “Punjab Skill Development Mission” payable at Chandigarh.
- c. The Bid Security shall be valid for a period of **180 days from the due date of submission of Proposal** (the “**Proposal Due Date**”). On request, the Bidders would be required to extend the validity of the Bid Security on the same terms and conditions
- d. The Bid Security of the Selected Bidder will be returned after the signing of the Concession Agreement
- e. Any Proposal submitted without the Bid Security or not in the form as specified in the RFP Document shall be summarily rejected.
- f. The Bid Security of Bidders whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of twenty (20) days from the date of intimating the rejection of the Proposal by PSDM to the Bidder. The Bid Security shall be forfeited by the Authority, in the following cases:
 - I. If the Bidder withdraws his Bid/ Proposal after the opening of the Technical Proposal during the Proposal Validity Period.
 - AI. If the Selected Bidder fails within the specified time limit to sign the Concession Agreement.
 - BI. If the Selected Bidder fails within the specified time limit to furnish the required Performance Security

Note: Bid Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed between the Selected Bidder and the Authority. The ‘Bid Security’ of the other Bidders would be returned within 20 days of the date of notification of non selection of the training partner.

The Bid Security of the Selected Bidder will be retained till the Concession Agreement is signed between the Selected Bidder and the Authority and shall be forfeited if the Selected Bidder fails to deposit the requisite Performance Security within the stipulated time.

3.7.2 Performance Security

- I. The Selected Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide to PSDM within 45 (forty five) days of receipt of the Notice of Award the “Performance Security” of value INR 10 Lakhs (Rupees Ten Lakhs only), in favour of “Punjab Skill Development Mission”.
- AI. The Performance Security would be increased at 10% every three years over the preceding amount. Refer Article 8 of the draft Concession Agreement (Section II of the RFP document). The Performance Security shall be payable at Chandigarh.

3.8 Using Net Worth and/or Technical Support/Expertise of Holding/Parent Company

- 3.8.1 In case the Bidder is a 100% (wholly owned) Subsidiary of a Company (‘the Parent / Holding Company’), then the Bidder - Subsidiary shall be permitted to make use of credentials of its Parent / Holding Company subject to the condition that the Parent/Holding Company compulsorily furnish an “Undertaking” towards its wholly owned Subsidiary Applicant, which shall be executed by a Senior authorized representative of the Parent / Holding Company of the Applicant
- 3.8.2 In case the Bidder, is an international firm, then the Bidder shall be permitted to make use of credentials of its International Company, executed by a Senior authorized representative of the Parent / Holding Company of the Applicant. The credentials of the Parent Company shall be submitted along with its Power of Attorney of the Authorized representative in India.

Further, the Bidders who have used the Net Worth and/ or Technical Support/ Expertise of their Holding / Parent Company to satisfy the Minimum Eligibility Criteria shall be required to furnish a Deed of Guarantee {as per format 5.5 attached herewith, from their Holding / Parent Company (including an irrevocable Board Resolution from such Holding/ Parent Company) pledging their Financial strength and Technical support and their expertise towards the development of the Project, apart from authorizing the said Bidder to take part in the Bidding Process. Failure to furnish such irrevocable Deed of Guarantee (accompanied by a Board Resolution) from the Holding/ Parent Company by the Bidder along with their Proposal may entail automatic disqualification of their proposals by PSDM.

3.9 One Bid per Bidder

Each Bidder shall submit only 1 (One) Bid / Proposal for the Project. Violation of this shall lead to disqualification of the Bidder.

3.10 Proposal Preparation and Cost

All Bidders are required to submit a detailed proposal (the “**Proposal**” or “**Bid**”) in accordance with the guidelines set forth in this RFP Document. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

3.11 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Site/ Facility, when they submit the Proposal. Interested Bidders should visit and inspect the Site/ Facility at their own expense. Failure to investigate fully the Site/ Facility or subsurface conditions shall not be a valid ground to relieve the Bidder after the submission of its Bid/ Proposal or relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

3.12 Validity of Proposal

3.12.1 The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “Proposal Validity Period”). The Authority, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or Bid Security shall be extended for a specified additional period at the request of the Authority.

3.12.2 A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Bid Security for the period of extension.

3.12.3 The Proposal Validity Period of the Selected Bidder shall be extended by the Authority till the date of execution of the Concession Agreement.

3.13 Right to Reject Proposals

The Authority reserves the right to reject any/ all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation / liability upon the Authority of any type whatsoever.

3.14 Misrepresentation / Fraud / Breach of Terms and Conditions

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of the Bid, the Bid will be cancelled by the Authority. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

3.15 General Terms of Bidding

- 3.15.1 Any entity which has been barred by the Central/ State Government or any entity controlled by them in India or abroad, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
- 3.15.2 A Bidder or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate thereof.
- 3.15.3 If the Bidder is submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder.
- 3.15.4 However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an 'Apostle' sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Appostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.
- 3.15.5 The Bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

3.15.6 The documents including this RFP and all attached documents, provided by the PSDM shall remain the property of the PSDM and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the PSDM will not return to the Bidders any Bid, document or any information provided along therewith, which shall upon submission, constitute to be the property of PSDM.

4 Bid Submission Procedure and Schedule

4.1 Pre-Bid Meeting

- a. The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP Document or any other related issues.
- b. The authorized representatives of the bidders are invited to attend the Pre-Bid Meeting, which shall take place on **19-3-2019 at 11 AM** at the following location:

*Conference Room,
Punjab Skill Development Mission (PSDM)
SCO No. 149-152, Second Floor
Sector 17-C, Chandigarh
Telephone Number (Office): 0172-2720153
E-Mail: steitpunjab@gmail.com*

4.2 Amendment of RFP Document

At any time prior to the Proposal Due Date, Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document through the issuance of Addenda. This will be sent in writing to all the Bidders and shall be binding upon them.

4.3 Preparation and Submission of Proposal

- 4.3.1 Completed Proposals shall be received no later than **3 PM (1500 hrs)** (hard copy submission) on **08-04-2019** (Bid Due Date) at the address given below –

Member Secretary
*Punjab Skill Development Mission (PSDM)
SCO No. 149-152, Second Floor
Sector 17-C, Chandigarh
Telephone Number (Office): 0172-2720153
E-Mail: steitpunjab@gmail.com*

- 4.3.2 All the pages should be numbered and the proposal should have a table of contents
- 4.3.3 All Proposals / Bids shall be duly signed by the 'Authorized Signatory' of the Bidder.
- 4.3.4 Bidders shall submit a Power of Attorney (**as per Format 5.3**), authorizing the Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

- 4.3.5 The Authorized Signatory shall put his initials on the each page of the Proposal. The signatory shall also put his initials on all the alterations, omissions, additions, or any other amendments made to the Proposal, before submission
- 4.3.6 Bidders are required to submit 1 (One) set of the Proposal as hard copy. The hard copy should be accompanied with the Original RFP Document issued to them with each page duly signed and sealed.

4.4 Language and Currency

- 4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by its English translation and in case of any ambiguity the translation shall prevail.
- 4.4.2 Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).

4.5 Bidder's Responsibility

- 4.5.1 It would be deemed that prior to the submission of Proposal; the Bidder has made a complete and careful examination of:
- The requirements and other information set forth in this RFP Document.
 - The various aspects of the Project including, but not limited to the following:
 - The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site/ Facility;
 - All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.
- 4.5.2 The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP Document will be rejected.

4.6 Sealing and Marking of Proposals

- 4.6.1 the bidder has to submit the proposal as elaborated in clause 4.6.2
- 4.6.2 The Proposals shall be sealed, marked and submitted as explained below:
- Envelope No.1** containing the Bid Document Fee (DD / Banker Guarantee) and Bid Security shall be marked as **"Bid Security for selection of Private Training partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala on PPP format"**.
 - Envelope No.2** containing the documents pertaining to technical proposal shall be sealed and marked as **"Technical Proposal for selection of Private Training partner for Setting up,**

Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala on PPP format” and shall contain the following:

- Relevant documents (like Certificate of Incorporation, Loan Agreement with NSDC (if applicable), audited financial statements and evidence of experience like client certificate, details of financing arrangements etc) confirming the “Technical Qualification Conditions” laid down in Clause 3.
 - Letter of Application and Interest (As per Format 5.1)
 - General Information of the Bidder (As per Format 5.2);
 - Power of Attorney for Signing of Application (as per Format 5.3)
 - Deed of Guarantee (as per Format 5.5), if applicable;
 - Technical Experience (As per Format 5.6)
- c. **Envelope No.3 containing the Financial Proposal (as per Format 5.7) shall be sealed and marked as “Financial Proposal for selection of Private Training partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala on PPP format”. The Financial proposal should be clearly marked as “Do Not Open before Financial Opening”**
- d. All the above envelopes shall be enclosed in an outer cover / envelope marked as **“RFP for selection of Private Training partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala on PPP format”**.
- e. The **Outer Envelope** shall be addressed to:

Member Secretary

Punjab Skill Development Mission (PSDM)

SCO No. 149-152, Second Floor

Sector 17-C, Chandigarh

Telephone Number (Office): 0172-2720153

E-Mail: steitpunjab@gmail.com

- 4.6.3 If the envelope is not sealed and marked, as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened Proposals will be rejected.
- 4.6.4 Technical bids of Bidders who fail to submit Bid in the physical form as per Clauses mentioned above shall not be opened and rejected.

4.7 Opening of Proposals

- 4.7.1 The Technical Proposals received shall be opened by the Committee constituted by the Authority, in the presence of the Bidders at which shall be intimated to the bidders. The date for opening of Financial Proposals shall be intimated in advance to the technically qualified bidders.
- 4.7.2 The Authority reserves the right to reject any Proposal, if
- It is not signed, sealed and marked as stipulated in Clause 4.6.
 - The information and documents have not been submitted as requested and in the formats specified in the RFP Document.
 - There are inconsistencies between the Proposal and the supporting documents.
 - It does not meet the Proposal Validity Period as set out in Clause 3.11.
 - There are conditions proposed with the Technical and/or Financial Proposals.
 - It provides the information with material deviations.
- 4.7.3 A material deviation or reservation is one:
- Which affects in any substantial way, the scope, quality, or performance of the Project, or
 - Which limits in any substantial way, inconsistent with the RFP Document, the Authority's rights or the Bidder's obligations, or
 - Which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 4.7.4 No request for modification or withdrawal shall be entertained by **the Authority** in respect of such Proposals.

4.8 Evaluation of Proposals

The evaluation will be done in 2 (two) steps as explained below:

- 4.8.1 In Step-I, the Bid Security in Envelope-1 shall be first checked. Proposals without the appropriate Bid Security will be rejected. Then the submission(s) in Envelope-2 shall be checked.
- 4.8.2 All the Bidders whose bids are considered responsive enough would then be called for a presentation on their proposed approach and plan for the Project. Post the presentations, the Bidders scoring more than 60 marks in the technical evaluation would be called for the opening of Financial Proposals.
- 4.8.3 The Financial Proposals in Envelope-3 of only those Bidders who have passed Step-I shall be opened by the Authority in presence of the nominees of the Bidders. The Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers. The selection will be made on the basis of the highest Revenue Share (H1). The Bidder quoting the highest Revenue Share

Will be declared as the Successful Bidder for that property and will be invited to sign the Concession Agreement. **Minimum acceptable revenue share for PSDM is 2 % that means financial proposals with revenue share of less than 2% shall not be valid.**

- 4.8.4 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the remaining Bidders in accordance to their rank in decreasing order of their Financial Proposals to match the Proposal of the aforesaid highest Bidder.
- 4.8.5 The Proposals (Financial Proposal and Technical Proposal) should be unconditional and any conditionality attached with the Proposal(s) may result in the rejection of the proposal
- 4.8.6 Financial Proposals of Bidders who do not qualify the Step-I of evaluation will not be opened and will be returned unopened.

4.9 Confidentiality

- 4.9.1 Information related to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. PSDM will treat all information submitted as part of all Proposals in confidence and will insist that all who have access to such material treat it in confidence. PSDM will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

4.10 Execution of Concession Agreement

- 4.10.1 The Selected Bidder would be required to sign the Concession Agreement within 60 (sixty) days of conveying his acceptance of the NoA to the Authority in writing or the date as mutually agreed between the Parties to the Concession Agreement. But prior to signing of the Concession Agreement, the Selected Bidder/ Concessionaire must satisfy the following conditions, within a period of 45 (forty five) days from the date of receipt of Notice of Award:

- Submit the requisite Performance Security to the Authority.

PSDM shall not execute the Concession Agreement until these conditions have been satisfied

- 4.10.2 Failure to meet the above conditions will result in a breach and the Authority shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the Bid Security and/or any other amount deposited till that time as “Damages”.
- 4.10.3 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Selected Bidder.

Prescribed Formats

5.1 Letter of Application & Interest

(To be submitted and signed by the Bidder's authorized signatory)

Member Secretary

Punjab Skill Development Mission (PSDM)

SCO No. 149-152, Second Floor

Sector 17-C, Chandigarh

Telephone Number (Office): 0172-2720153

E-Mail: steitpunjab@gmail.com

Sub: "Selection of a Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab on PPP format"

Sir,

1. Being duly authorized to represent and act for and on behalf of. (Hereinafter referred to as "the applicant"), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for aforesaid project according to the terms & conditions of the RFP Document issued by PSDM.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Bid Security is enclosed in the Envelope 1 marked "Bid Security Deposit".
4. PSDM and its authorized representatives are hereby authorized to conduct any inquiries / investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. PSDM and its authorized representatives may contact the following person(s) for any further information:
Name of the person(s):
Address:
Phone: Fax:
6. This application is made with full understanding that:

- (a) PSDM reserves the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.
 - (b) PSDM shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
- 7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
 - 8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the facility, comprising the Health Sector Skill Development Centre, for the assessment and have made our own due diligence and assessment regarding the project.
 - 9. We agree to keep our Proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions unacceptable to the PSDM. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
 - 10. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by PSDM. We agree that, without prejudice to any other right or remedy, PSDM shall be at liberty to forfeit the said Bid Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder

Place:

5.2 General Information of the Bidder

Name:

Country of incorporation:

Address of the corporate headquarters and its branch office(s), if any, in India:

Details of individual(s) who will serve as the point of contact / communication for PSDM within the Company:

- | | | |
|-----|------------------|---|
| (a) | Name | : |
| (b) | Designation | : |
| (c) | Company | : |
| (d) | Address | : |
| (e) | Telephone Number | : |
| (f) | Fax Number | : |
| (g) | E-Mail Address | : |

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

To be enclosed:

1. Documents certifying Bidder's legal status i.e. Certificate of incorporation / registration.
2. Latest brochures/ organization profiles, etc.

5.3 Format for Power of Attorney for Signing of Application

Know all men by these presents, we/ I (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging **“Selection of Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab on PPP format”** in the country of India, including signing and submission of all documents and providing information/responses to PSDM, representing us in all matters before PSDM, and generally dealing with PSDM in all matters in connection with our Bid/ Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

5.4 Format for Bid Security (Bank Guarantee)

BID SECURITY FORMAT

(to be valid for 180 days from the Proposal Due Date)

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ **Dated:** _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Punjab Skill Development Mission (PSDM)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:

In pursuance of Clause 3.4.1 of Section 1 of the Request for Proposal Document dated _____

(hereinafter referred to as the “RFP” inclusive of Concession Agreement) for the **“Selection of Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre(HSSDC) with placement facility at Patiala, Punjab on PPP format”**

(hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and PSDM and is not dependent upon execution or performance of any Agreement between PSDM and _____ (name of the Bidder).

Operative part of the Bank Guarantee:

1. At the request of the _____ (name & address of the Bidder), we _____ (name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the PSDM i.e. the beneficiary on behalf of the Bidder, up to a total sum of **INR ____ Lakhs (Rupees ____ Lakhs Only)**, such sum being payable by us to the immediately upon receipt of firstwritten demand from PSDM.

2. We unconditionally and irrevocably undertake to pay to the PSDM on an immediate basis, upon receipt of first written demand from the Beneficiary and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the PSDM to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of INR ____ Lakhs (Rupees ____ Lakhs Only).
3. We hereby waive the necessity of PSDM demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PSDM that the PSDM shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the PSDM.
6. We unconditionally and irrevocably undertake to pay to the , any amount so demanded not exceeding INR ____ Lakhs (Rupees ____ Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to PSDM, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the Proposal Due Date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian INR ____ Lakhs (Rupees ____ Lakhs Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of Bid) to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Punjab Skill Development Mission serve upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

5.5 Format of Parent / Holding Company Deed of Guarantee

FORMAT OF PARENT / HOLDING COMPANY DEED OF GUARANTEE (TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at _____ this ____ day of _____ by M/s _____ (mention complete name) a company duly organized and existing under the laws of _____ (insert jurisdiction / country), having its Registered Office at _____ hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. **Punjab Skill Development Mission** (hereinafter called “PSDM” or “Concessing Authority” or “Authority”), which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns), had invited Bids / proposals for the “Project” – **“Selection of Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab under PPP format”** by issuing Request For Proposal (“RFP”) document (including its addendums) to the prospective “Bidders” to implement the said Project for and on behalf of the Concessing Authority.
- B. M/s _____ (mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at _____ (give complete address) hereinafter called “the Subsidiary”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, ~~* is a Subsidiary of the Guarantor,~~ which has in response to the above mentioned RFP document (including its addendums) is submitting its Bid / Proposal to Punjab Skill Development Mission (hereinafter called “PSDM”) to fulfill the condition that the Subsidiary shall arrange a guarantee from its Parent / Holding company, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums) or any change made in may be deemed appropriate by the PSDM at any stage.

* Subsidiary shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor / Parent / Holding Company, by way of ownership of more than 50% (fifty per cent) of the voting shares of such Subsidiary company. In case of a person (which is not a company or corporation), the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

- C. The Guarantor represents that they have gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the Subsidiary for the successful execution of the same.
- D. The Guarantor is executing this Deed of Guarantee in favour of PSDM, wherein the Guarantor and the Subsidiary shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the Subsidiary for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- E. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for PSDM to enter into agreement(s) with the Subsidiary, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
 - 1. The Guarantor (Parent / Holding Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by PSDM, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to PSDM and duly perform the obligations and responsibilities of the Subsidiary to the satisfaction of PSDM. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, PSDM shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to PSDM for any non-performance or unsatisfactory performance by the Guarantor or the Subsidiary of any of their obligations.
 - 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the Subsidiary till the completion of the Concession Period (including any extension).
 - 3. The Guarantor shall be jointly with the Subsidiary, as also severally responsible for the satisfactory execution and performance of Project during the currency of the "Concession Agreement" to be entered amongst the Subsidiary and PSDM.
 - 4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
 - 5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Chandigarh, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.
8. The Guarantor represents and confirms that in pursuance to Para / Point 7, the Guarantor has submitted and provided to PSDM (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

For & on behalf of (Parent / Holding Company)
M/s _____

Witness:

- 1.
- 2.

5.6 Draft Joint Venture Agreement (To Be Made On Stamp Paper of Requisite Value and Notarized)

This Joint Venture Agreement (the “AGREEMENT”) made at _____ on this ____ day of _____, (Year)

BY AND BETWEEN

M/s _____ {Lead Member (JV Member 1)}, a _____ incorporated under _____ (name of the relevant act/law of under which registered in the Country of Registration) and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as “_____”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

AND

M/s _____ (JV Member 2), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as “_____”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

(_____ and _____ shall be individually referred to as the “Party” and jointly referred to as the “Parties” or “JV Members”).

WHEREAS:

A. Punjab Skill Development Mission (PSDM) (hereinafter referred to as the “PSDM”), invited Bids/ Proposals for the work of **Selection of Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab on PPP format** (hereinafter referred to as the “Project”).

B. M/s _____ and M/s. _____ have agreed to consolidate their resources and experience, and apply jointly as a Joint Venture (hereinafter referred to as the “Joint Venture”), vide this Joint Venture Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the “RFP document”).

C. M/s _____ and M/s. _____ have therefore agreed to enter into this Joint Venture Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The recital herein contained shall constitute and integral and operative part of this AGREEMENT.

2. The Parties hereto agree to consolidate their resources and hereby form a Joint Venture to jointly prepare, submit and Bid for the Project, which has financing and commercial benefits, as detailed in the RFP document issued by PSDM for the implementation/execution and completion of the Project.

3. The Parties hereto agree that _____ shall be the Lead Member and _____ shall be the JV Members of the Joint Venture.

4. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Joint Venture. _____ (*Lead Member*) shall be authorized to act on behalf of the Joint Venture as their representative for implementation/execution and completion of the Project.

5. _____ undertakes that it has the necessary qualification to fulfil technical and financial capability criteria for the implementation/operation and maintenance of the Project as detailed in the RFP Document {including the draft Concession Agreement (Section-2 of the RFP document)}.

6. _____ and _____ shall be jointly and severally liable for the “**Project**” in accordance with the terms of the RFP Document. It is further unanimously agreed by the Parties that the Lead Member, along with other JV Members shall:-

a) Coordinate the day to day activities of the Joint Venture;

b) Undertake to be jointly and severally liable/responsible for all the obligations and liabilities relating to the Project, in accordance with the terms of the RFP Document and the Concession Agreement with PSDM, till the end of the Concession Period; and

c) Complete all works assigned under the RFP Document (including Concession Agreement) within the time period stipulated in the RFP document.

7. The role and the responsibility of each Party for the “**Project**” shall be as follows:

Name of Member	Type of Member	Role & Responsibility
	JV Member 1 (Lead Member)	
	JV Member 2	

8. Confidentiality – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.

9. Term and Duration – This Agreement shall come into effect on the date of submission of the Bid/Proposal for **the Project**. This Agreement shall terminate upon the successful completion of the Project and may be extended further for such period as may be required by PSDM. This Agreement can be terminated only upon Joint Venture’s Bid for the Project is conclusively rejected by PSDM.

10. Costs/Expenses – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.

11. Governing Law – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.

12. Settlement of Disputes – Any disputes arising out of this Agreement shall be amicably settled by the Authorised representatives of the Parties, failing with any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.

13. Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in Chandigarh, India. The Parties jointly and severally undertake that the **Project** shall not be affected during the dispute(s) or the settlement of dispute(s) period.

14. The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.

15. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.

16. Amendments – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from PSDM.

17. Notices – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd./Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform PSDM and the other Parties/JV Members of any such change.

18. Language – The official language of this Agreement and all future agreements shall be English

19. Assignment – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of PSDM.

20. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their dulyauthorized representatives the day and year first above written.

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

Witness:

1. _____

2. _____

5.7 Acknowledgement Letter (to be submitted by single bidder / all JV members)

(To be submitted on Company's Letter Head)

I _____ (full name), s/o _____,
the _____ (insert designation) of the
_____ (insert name of the single Bidder/Joint Venture member, in
case of a Joint Venture), state as follows:

- a. have reviewed the entire Proposal.
- b. Proposal submitted is in accordance with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the JV during the negotiation process.
- c. have participated in only one Proposal for this Project.
- d. each of the JV members will be jointly and severally liable to PSDM.
- e. acknowledges that PSDM reserves the right to reject any / all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason.

Authorised signatory Date:

Name and seal of Bidder Place:

5.8 Technical Experience

5.8.1 Training Details for last 3 years

5.8.2 Placement Details for last 3 years

S.No.	Trainee Name	Contact Details	Recruiter Name and Contact	Monthly wages in INR	

5.8.3 Dedicated Healthcare Training Facility / Centre of Excellence

5.8.4 Healthcare Tie-ups

S.No.	Name of Corporate Hospitals		

5.6.5 Undertaking along with supporting document to show experience in running training in high fidelity simulation lab

5.6.6 (The undertaking should be from relevant Clients/ Employers for training and placement of the candidates) Strictly on the Letter Head of the Clients in case of training and on the Letter Head of the employers in case of Placements.

5.9 Format for Financial Proposal

(To be submitted and signed by the Bidder's authorised signatory)

Member Secretary

Punjab Skill Development Mission (PSDM)

SCO No. 149-152, Second Floor

Sector 17-C, Chandigarh

Telephone Number (Office): 0172-2720153

E-Mail: steitpunjab@gmail.com

Sub: "Selection of Private Training Partner for Setting up, Operations and Maintenance of Health Sector Skill Development Centre (HSSDC) with placement facility at Patiala, Punjab on PPP format"

Sir,

We hereby submit our Financial Proposal for the captioned Project. If the Project is awarded to us, we agree to make the following payments to PSDM as per the terms given in the Request for Proposal (RFP) Document.

i. Revenue Share (of the Project Revenues) _____%

We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the RFP Document and after careful assessment of the property all risks and contingencies and all other conditions that may affect the Financial Proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorised signatory

Date :

Name and seal of Bidder

Place :