

Corrigendum IV
Development of IT City – SEZ, (IT City), Lucknow in the State of Uttar Pradesh

Detail of Corrigendum for Bidding Documents

(RFP Volume I – Instructions to Bidders; RFP Volume II – Draft Concession Agreement & RFP Volume III – Schedules)

Sl. No.	Reference	Existing Provisions	Modified Provisions
1.	RFP Vol. 1	Table of Content	Please refer revised Table of Content in Revised RFP Volume - 1
2.	RFP Vol. 1	Section A	Please refer revised Section A in Revised RFP Volume – 1 of Bidding Documents
3.	RFP Vol. 1	Section B	Please refer revised Section B in Revised RFP Volume – 1 of Bidding Documents
4.	RFP Vol. 1	Section C	Please refer revised Section C in Revised RFP Volume – 1 of Bidding Documents
5.	RFP Vol. 1	Section D	Please refer revised Section D in Revised RFP Volume – 1 of Bidding Documents
6.	RFP Vol. 1 Clause 1.2.1	Clause 1.2.1 The Authority has adopted a Single-Stage Two Envelop bidding process for selection of the Bidder for award of the Project (the " Bidding Process "). The first stage (the " Qualification/ Qualification Stage ") of the Bidding Process involves pre-qualification of interested parties on the basis of their Technical Capacity and Financial Capacity in accordance with the provisions of Clause 3A. At the end of the Qualification Stage, the Authority shall short list Bidders whose Financial Bids are eligible for opening during the financial stage (the " Financial Stage/Proposal	Clause 1.2.1 The Authority has adopted a Single-Stage Two Envelop bidding process for selection of the Bidder for award of the Project (the " Bidding Process ") and invites Bids from eligible parties ("Bidders"), which expression shall, unless repugnant to the context include the members of the Consortium) for the Project in accordance with the terms of this RFP. The first stage (the " Qualification/ Qualification Stage ") of the Bidding Process involves pre-qualification of interested parties on the basis of their Technical Capacity and Financial Capacity in accordance with the provisions of Clause 3A. At the end of the Qualification Stage,

		<p>Stage”) in accordance with the provisions of Clause 3B. The Bid shall be valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date as specified in Clause 1.3.</p> <p>Interested parties may obtain the Request for Proposal documents from U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow, Uttar Pradesh - 226001, India in person or from the website as per address given below from 22 August 2013 on all working days between 1000 hrs and 1700 hrs IST up to 15 October 2013 till 1700 hours by paying a non-refundable fee of Indian Rupees (“Rs.”) 120,000/- (Rupees One lakh twenty thousand) only as Bidding document fee by way of a crossed demand draft / Banker’s Cheque drawn in favour of ‘U.P. Electronics Corporation Limited’, from any scheduled bank payable at Lucknow. Alternatively, the RFP can also be downloaded from www. uplc.in/. This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements.</p> <p>Bidders who have downloaded the RFP from the website shall submit a non-refundable fee of Rs. 120,000/- (Rupees One lakh twenty thousand) only as Bidding documents fee by way of a crossed demand draft / banker’s cheque drawn in favour of ‘U. P. Electronics Corporation Limited’, of any scheduled bank payable at Lucknow, along with their Bid to be considered as responsive.</p>	<p>the Authority shall short list Bidders whose Financial Bids are eligible for opening during the financial stage (the “Financial Stage/Proposal Stage”) in accordance with the provisions of Clause 3B. The Bid shall be valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date as specified in Clause 1.3.</p> <p>Interested parties may obtain the Request for Proposal documents from U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow, Uttar Pradesh - 226001, India in person or from the website as per address given below from 22 August 2013 on all working days between 1000 hrs and 1700 hrs IST up to 22 November 2013 till 1700 hours by paying a non-refundable fee of Indian Rupees (“Rs.”) 120,000/- (Rupees One lakh twenty thousand) only as Bidding document fee by way of a crossed demand draft / Banker’s Cheque drawn in favour of ‘U.P. Electronics Corporation Limited’, from any scheduled bank payable at Lucknow. Alternatively, the RFP can also be downloaded from www. uplc.in/. This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements.</p> <p>Bidders who have downloaded the RFP from the website shall submit a non-refundable fee of Rs. 120,000/- (Rupees One lakh twenty thousand) only as Bidding documents fee by way of a crossed demand draft / banker’s cheque drawn in favour of ‘U. P. Electronics Corporation Limited’, of any scheduled bank payable at Lucknow, along with their Bid to be considered as responsive</p>
7.	RFP Vol. 1 Clause 1.3	Please refer Bidding Documents issued on 22 August 2013 for Clause 1.3	Please refer revised RFP Vol. 1 Clause 1.3 for Schedule of Bidding process in the revised bidding documents
8.	RFP Vol. 1 Clause 2.2.1 (a), (b) & (c)	<p>2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:</p> <p>(a) The Bidder to qualify should be a single entity. The term Bidder used herein would apply only to a single</p>	<p>2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:</p> <p>(a) A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium</p>

		entity. (b) A Bidder may be a Company incorporated under Indian Companies Act 1956 and registered with Registrar of Company having its Main Business Objective as IT / ITES company in Memorandum of Association / Article of Association or equivalent foreign laws or a firm registered under Indian Partnership Act 1932.	shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. (b) The Bidder may be a single Entity or a group of Entities (the “Consortium”), coming together to implement the Project. However, no Bidder, applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single Entity and a Consortium including each Member of the Consortium. A Bidder shall be eligible to bid subject to the conditions set out in clause below; (c) A Bidder may be a Company incorporated under Indian Companies Act 1956 as amended / modified / replaced from time to time or equivalent foreign laws or a firm registered under Indian Partnership Act 1932.
9.	RFP Vol. 1 Clause 2.2.1	Please refer Bidding documents issued on 22 August 2013	Please refer revised RFP Volume 1 of Bidding documents for Clause 2.2.1
10.	RFP Vol. 1 Clause 2.2.2 (A)	Clause 2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the “ Technical Capacity ”), the Bidder shall have,: (i) Been in existence (incorporated / registered) on or before 1 st April 2008 and in operation of IT / ITES business for the last five financial years; and (ii) Minimum permanent employee base of 20,000 (twenty thousand) IT professionals as on the closing of the preceding financial year ,	Clause 2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the “ Technical Capacity ”), the Bidder shall have,: (i) Been in existence (incorporated / registered) on or before 1 st April 2010 and in operation of IT / ITES business for the last three financial years; (ii) Minimum permanent employee base of 20,000 (twenty thousand) IT professionals as on the closing of the preceding financial year; and (iii) The Infrastructure Developer / Real Estate Company / Investment company shall have been in existence on or before 1 st April 2010 and (a) should have collectively invested in / executed a minimum of three projects in Infrastructure / Real Estate projects; and (b) incurred the aggregated capital expenditure of

			Rs. 500 crs in such projects in the last 3 (three) years.
11.	RFP Vol. 1 Clause 2.2.2 (B)	Clause 2.2.2 (B) Financial Capacity: The Bidder shall have a minimum annual turnover from IT / ITES services (the “ Financial Capacity ”) of Rs. 20,000,000,000 (Rupees Two Thousand Crores only) at the close of the preceding financial year (i.e. 2012-2013).	Clause 2.2.2 (B). Financial Capacity: For demonstrating financial capacity (the “ Financial Capacity ”), the Bidder shall have: (i) The Bidder shall have a minimum annual turnover from IT / ITES services (the “Financial Capacity”) of Rs. 20,000,000,000 (Rupees Two Thousand crores) only at the close of the preceding financial year (i.e. 2012-2013). (ii) The Consortium Members should collectively have minimum Networth of Rs. 375 cr in the preceding financial year (i.e. 2012-2013).
12.	RFP Vol. 1 Clause 2.2.2	No existing provision	Following Note have been inserted after 2.2.2 (B) Note: I. The Technical and Financial capacity mentioned in clause 2.2.2 (A) (i) & (ii) and 2.2.2 (B) (i) shall be fulfilled by the Bidder either by itself or through its Affiliate or Parent or Subsidiary. II. The Technical and Financial experience mentioned in clause 2.2.2 (A) (iii) and 2.2.2 (B) (ii) is in addition to clause 2.2.2 (A) (i) & (ii) and 2.2.2 (B) (i) requirement to be fulfilled by the Bidder incase of Consortium.
13.	RFP Vol. 1 Clause 2.2.3 (i)	Clause 2.2.3 (i) Certificate(s) from its statutory auditors stating that the Bidder is in existence or incorporated on or before 1 st April 2008 and in operation of IT / ITES business for the last five financial years.; and	Clause 2.2.3 (i) Certificate(s) from its statutory auditors stating that the Bidder is in existence or incorporated on or before 1 st April 2010 and in operation of IT / ITES business for the last three financial years.; and
14.	RFP Vol. 1 Clause 2.2.3 (iii)	No existing provision	Clause 2.2.3 (iii) Certificate(s) from its statutory auditors specifying the capital expenditure incurred in the Infrastructure / Real Estate projects in last three years (applicable in case the Bidder is a Consortium).
15.	RFP Vol. 1 Clause 2.2.3 (iv)	No existing provision	Clause 2.2.3 (iv) Certificate(s) from its statutory auditors specifying the networth of the Consortium Member as at the close of the preceding financial year (applicable in case the Bidder is a Consortium).

16.	RFP Vol. 1 Clause 2.2.4	Clause 2.2.4 The Bidder should submit a Power of Attorney along with Board resolution in favour of executants as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder.	Clause 2.2.4. The Bidder should submit a Power of Attorney along with Board resolution in favour of executants as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – IIA.
17.	RFP Vol. 1 Clause 2.2.5	Clause 2.2.5 The Bidder shall incorporate appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956 (the “SPV”), to execute the Concession Agreement and implement the Project.	Clause 2.2.5 The Bidder shall incorporate appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Concession Agreement and implement the Project.
18.	RFP Vol. 1 Clause 2.2.6	Clause 2.2.6 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and annual turnover of their respective Parent or its Subsidiary Company would also be eligible hereunder. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is Parent or its Subsidiary Company of the Applicant.	Clause 2.2.6 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and annual turnover of their respective Affiliate or Parent or Subsidiary Company would also be eligible hereunder. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is Affiliate or Parent or Subsidiary Company of the Applicant.
19.	RFP Vol. 1 Clause 2.2.7	Clause 2.2.7 The following conditions shall be adhered to while submitting a Bid: (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information; (b) information supplied by a Bidder must apply to the Bidder or Parent or its Subsidiary Company named in the Bid and not, unless specifically requested, to other associated companies or firms; and (c) in responding to the prequalification phase, Bidders	Clause 2.2.7 The following conditions shall be adhered to while submitting a Bid: (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information; (b) information supplied by a Bidder (or other constituent Member, if the Bidder is a Consortium) must apply to the Bidder’s Affiliate or Parent or Subsidiary Company named in the Bid and not, unless specifically requested, to other associated companies or firms; and (c) in responding to the prequalification phase, Bidders should

		should demonstrate their capabilities in accordance with Clause 3.1, 3.2 and 3.3;	demonstrate their capabilities in accordance with Clause 3.1, 3.2 and 3.3; (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.
20.	RFP Vol. 1 Clause 2.3.1	Clause 2.3.1 The Selected Bidder shall hold 100% (Hundred percent) of subscribed and paid up equity share capital of the SPV along with its Parent or its Subsidiary Company (whose technical or financial experience has been claimed for qualification) to implement the Project, until 5th anniversary of COD of Phase –II. Thereafter, the Selected Bidder shall hold atleast 26% (Twenty Six percent) during remaining concession period along with its Parent or its Subsidiary Company.	2.3.1(A) In case, the Selected Bidder is a single Entity, it shall hold at least 100% (hundred per cent) of subscribed and paid up equity share capital of the SPV along with its Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) to implement the Project, until 5th anniversary of COD Phase –II. Thereafter, the Selected Bidder along with its Affiliates or Parent or Subsidiary shall hold atleast 51% (fifty one per cent) in the Project SPV until the 10 th anniversary of COD Phase II. 2.3.1 (B) In case the Selected Bidder is a Consortium, each member of the Consortium whose experience will be evaluated under clause 2.2.2 of this RFP, shall subscribe atleast 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 5th anniversary of the COD Phase II. The members of the Consortium along with their Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the 5th anniversary of the COD Phase II. Thereafter, the Consortium members in proportion to their shareholding shall hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Project SPV until 10 th anniversary of COD Phase II. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt

			with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 (B) shall apply only when the Bidder is a Consortium.
21.	RFP Vol. 1 Clause 2.3.2	Clause 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Parent or its Subsidiary Company whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.	Clause 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of an Affiliate, Parent or Subsidiary Company whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.
22.	RFP Vol. 1 Clause 2.7.2 (b)	Clause 2.7.2 (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.	Clause 2.7.2 (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified /

			rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and to invite the fresh Bids.
23.	RFP Vol. 1 Clause 2.8.1 Appendices	Clause 2.8.1 Appendices I. Letter comprising the Bid II. Power of Attorney for signing of Bid III. Financial Offer IV. Bank Guarantee for Bid Security	Clause 2.8.1 Appendices I. Letter comprising the Bid II. Power of Attorney for signing of Bid II A. Power of Attorney for Lead Member (in case of Consortium) III. Financial Offer IV. Bank Guarantee for Bid Security V. Declaration Regarding Clean Track Record VI. Undertaking from the Bidder VII. Joint Bidding Agreement
24.	RFP Vol. 1 Clause 2.13.2 (A) (viii)	No existing provision	Clause 2.13.2 (A) (viii) Power of Attorney for Lead Member of the Consortium in the prescribed format (Appendix II A), if applicable.
25.	RFP Vol. 1 Clause 2.13.2 (A) (ix)	No existing provision	Clause 2.13.2 (A) (ix) Joint Bidding Agreement (in case of Consortium) as prescribed in the prescribed format at Appendix VII
26.	RFP Vol. 1 Clause 2.14.1	Clause 2.14.1 Applications should be submitted up to 17 October 2013 till 1630 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3 or its authorised representative.	Clause 2.14.1 Applications should be submitted up to 23 rd November 2013 till 1630 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3 or its authorised representative.
27.	RFP Vol. 1 Clause 2.17.1	Clause 2.17.1 The Authority shall open the Qualification Bids on 17 October 2013 at 1700 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.	Clause 2.17.1 The Authority shall open the Qualification Bids on 20th November 2013 at 1700 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.
28.	RFP Vol. 1 Clause 2.19.1 (d)	Clause 2.19.1 (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;	Clause 2.19.1 (d) it is accompanied by the Power of Attorney for signing the Bid and Power of Attorney for Lead Member as

			specified in Clause 2.2.4;
29.	RFP Vol. 1 Clause 2.19.1 (j)	No existing provision	Clause 2.19.1 (j) it is accompanied by the JBA in case of Consortium, as stipulated in Clause 2.2.1(f);
30.	RFP Vol. 1 Clause 3.2 (i)	Clause 3.2 (i) Been incorporated / registered on or before 1 st April 2008 and in IT/ITES operations for the last five financial years; and	Clause 3.2 (i) Been incorporated / registered on or before 1 st April 2010 and in IT/ITES operations for the last three financial years; and
31.	RFP Vol. 1 Clause 3.2 (iii)	No existing provisions	Clause 3.2 (iii) The Infrastructure Developer / Real Estate Company / Investment company shall have been in existence on or before 1st April 2010 and (a) should have collectively invested in / executed a minimum of three projects in Infrastructure / Real Estate projects; and (b) incurred the aggregated capital expenditure of Rs. 500 crs in such projects in the last 3 (three) years.
32.	RFP Vol. 1 Clause 3.2	No existing provisions	Note b & c inserted in Clause 3.2 b)Infrastructure sector would be deemed to include highways, expressways, bridges, tunnels, railways and airfields; and c). Real Estate sector would be deemed to include IT City, IT Parks, Education City, development of Township, Housing Society, Sports Complex, Residential Complex, Commercial Complex, Hospitals & Hotels etc.
33.	RFP Vol. 1 Clause 3.3.1	3.3.1 The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.	Clause 3.3.1. The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Due Date.
34.	RFP Vol. 1 Clause 3.4.1	Clause 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 5 (five) financial years preceding the year in which the Bid is made.	Clause 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years preceding the year in which the Bid is made.
35.	RFP Vol. 1 Clause 3.4.2	Clause 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.	Clause 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
36.	RFP Vol. 1	Clause 5.1 A Pre-Bid conference of the interested parties	A Pre-Bid conference of the interested parties shall be convened at

	Clause 5.1	shall be convened at the designated date of 7 September 2013, time and place shall be informed later. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.	the designated date of 14 September 2013, time and 2 nd Pre-Bid 15 th November 2013 place shall be informed later. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
37.	RFP Volume 1 Appendix 1	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Appendix 1 Letter comprising bid
38.	RFP Volume 1 Annex 1 of Appendix 1	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Annex 1 of Appendix 1 Letter comprising bid
39.	RFP Volume 1 Annex II (A) and Annex II (B) of Appendix 1	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Annex II (A) and Annex II (B) of Appendix 1 Technical Capacity
40.	RFP Volume 1 Annex III (A) and Annex III (B) of Appendix 1	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Annex III (A) and Annex II (B) of Appendix 1 Financial Capacity
41.	RFP Volume 1 Annex IV of Appendix 1	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Annex IV of Appendix 1 Certificate regarding Affiliate / Parent / Subsidiary
42.	RFP Volume 1 Annex V of Appendix 1	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Annex V of Appendix 1 Statement of Legal Capacity
43.	RFP Volume 1 Appendix II	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Appendix II Power of Attorney for signing of Bid
44.	RFP Volume 1 Appendix II A	No existing Provisions	Please refer revised RFP Volume 1 for Appendix II A Power of Attorney for Lead Member
45.	RFP Volume 1 Appendix IV	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Appendix IV Bank Guarantee for Bid Security
46.	RFP Volume 1 Appendix V	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Appendix V Declaration regarding clean track record
47.	RFP Volume 1 Appendix VI	Please refer Bidding Documents issued on 22 August 2013	Please refer revised RFP Volume 1 for Appendix VI Undertaking from the Bidder

48.	RFP Volume 1 Appendix VII	No existing provisions	Please refer revised RFP Volume 1 for Appendix VII Joint Bidding Agreement
49.	RFP Volume II Draft Concession Agreement. Recital point number 2	DCA – Recital point number 2 [●], a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at [●], through its Authorized Signatory [●] [insert name], [●] [insert designation of the Authorized Signatory] (hereinafter referred to as the " Concessionaire " which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part .	DCA – Recital point number 2 [●], a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at [●], through its Authorized Signatory [●] [insert name], [●] [insert designation of the Authorized Signatory] (hereinafter referred to as the " Concessionaire " which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part .
50.	RFP Volume II Draft Concession Agreement. Recital point number 3	[●], a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at [●], through its Authorized Signatory [●] [insert name], [●] [insert designation of the Authorized Signatory] being the Selected Bidder (hereinafter referred to as the " Confirming Party " which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Third Part .	DCA – Recital point number 3 [●], a company incorporated under the provisions of the Companies Act, 1956 or equivalent applicable laws, and having its registered office at [●], through its Authorized Signatory [●] [insert name], [●] [insert designation of the Authorized Signatory] being the Selected Bidder (hereinafter referred to as the " Confirming Party " which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Third Part .
51.	RFP Volume II Draft Concession Agreement. Recital point E	DCA – Recital point E The Authority had accordingly invited proposals by its Request for Proposal dated 30 th June 2013 (the "Request for Proposal" or "RFP") comprising of technical qualification and financial proposal for short listing of bidders inter-alia for designing, building, financing, operating, managing and maintaining the IT City and had shortlisted certain bidders including, inter alia, the Selected Bidder [●].	DCA – Recital point E The Authority had accordingly invited proposals by its Request for Proposal dated 22 nd August 2013 (the "Request for Proposal" or "RFP") comprising of technical qualification and financial proposal for short listing of bidders inter-alia for designing, building, financing, operating, managing and maintaining the IT City and had shortlisted certain bidders including, inter alia, the [Selected Bidder/ Consortium] comprising ****, **** and **** (collectively the " Consortium ") with **** as its lead member (Lead Member).
52.	RFP Volume II Draft Concession Agreement.	DCA – Recital point G {The selected bidder} has since promoted and incorporated the Concessionaire as a limited liability company under the	DCA – Recital point G {The selected bidder/Consortium} has since promoted and incorporated the Concessionaire as a company under the

	Recital point G	Companies Act 1956, and has requested the Authority to accept the Concessionaire as the entity, which shall undertake and perform the obligations and exercise the rights of the selected bidder under the LOI, including the obligation to enter into this Concession Agreement pursuant to the LOI for executing the Project.	Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity, which shall undertake and perform the obligations and exercise the rights of the selected bidder under the LOI, including the obligation to enter into this Concession Agreement pursuant to the LOI for executing the Project.
53.	RFP Volume II Draft Concession Agreement. Recital point H	DCA – Recital point H By its letter dated [●], the Concessionaire has also joined in the said request of the [Selected Bidder] to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the [Selected Bidder] including the obligation to enter into this Concession Agreement pursuant to the LOI. The Concessionaire has further represented to the effect that it has been promoted by the [Selected Bidder] for the purposes hereof.	DCA – Recital point H By its letter dated [●], the Concessionaire has also joined in the said request of the [Selected Bidder/Consortium] to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the [Selected Bidder/Consortium] including the obligation to enter into this Concession Agreement pursuant to the LOI. The Concessionaire has further represented to the effect that it has been promoted by the [Selected Bidder/Consortium] for the purposes hereof.
54.	RFP Volume II Draft Concession Agreement. Recital point I	DCA – Recital point I The Authority has agreed to the said request of the [Selected Bidder] and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on design, built, finance, operate & Transfer (DBFOT) basis, subject to and on the terms and conditions set forth hereinafter.	DCA – Recital point I The Authority has agreed to the said request of the [Selected Bidder/Consortium] and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on design, built, finance, operate & Transfer (DBFOT) basis, subject to and on the terms and conditions set forth hereinafter.
55.	RFP Volume II Draft Concession Agreement. Recital point K	The Selected Bidder has agreed to join this Concession Agreement as Confirming Party.	DCA – Recital point K The Selected Bidder/Consortium has agreed to join this Concession Agreement as Confirming Party.
56.	RFP Volume II Draft Concession Agreement. Clause 2.1.2	Clause 2.1.2 The Project shall be developed in two phases, i.e. Phase-I and Phase-II in accordance with the provisions of this Agreement.	Clause 2.1.2 The Project shall be developed in two phases, i.e. Phase-I and Phase-II in accordance with the provisions of this Agreement. The maximum permissible FAR shall be 1.25 with ground coverage of 40% as per Lucknow Development Authority byelaws. In accordance with UP IT Policy 2012, 100% additional FAR shall be permissible to the IT City. Total FAR including

			additional 100% FAR shall be 2.5.
57.	RFP Volume II Draft Concession Agreement. Clause 2.1.3 (e)	Clause 2.1.3 (e) The Concessionaire will ensure the minimum passing out of 1000 (one thousand) students from Skill Development Centre by the end of 4 th (fourth) year from the Appointed Date.	Clause 2.1.3 (e) The Concessionaire will ensure the minimum passing out of 1000 (one thousand) students from Skill Development Centre by the end of 5th (fifth) year from the Appointed Date.
58.	RFP Volume II Draft Concession Agreement. Clause 3.1.2 (g)	Clause 3.1.2 (g) not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the IT City nor transfer, license, lease or part possession therewith, save and except as expressly permitted by this Agreement or the Substitution Agreement; Provided however, that the Concessionaire may create any lien, charge, mortgage or Encumbrance on part or whole of the Site and/or the Project Assets in favour of the Senior Lenders. However, in the event of any default by the Concessionaire under this Agreement at any time prior to COD Phase I or COD Phase II, as the case may be, all the rights of the Senior Lenders with respect to the Site and the Project Assets shall be subject to the Authority's unfettered rights under Articles 29, 31 and 32 and the Authority may terminate this Agreement, Land Lease Agreement and all other agreements and resume / re-enter the entire Site from the Concessionaire free from all Encumbrances, without payment of any amount/ compensation to the Concessionaire and/or to the Senior Lenders; and	Clause 3.1.2 (g) not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the IT City nor transfer, license, lease or part possession therewith, save and except as expressly permitted by this Agreement or the Substitution Agreement; Provided however, that the Concessionaire may create any lien, charge, mortgage or Encumbrance on part or whole of the Project Assets (excluding Land) in favour of the Senior Lenders. However, in the event of any default by the Concessionaire under this Agreement at any time prior to COD Phase I or COD Phase II, as the case may be, all the rights of the Senior Lenders with respect to the Project Assets (excluding land) shall be subject to the Authority's unfettered rights under Articles 29, 31 and 32 and the Authority may terminate this Agreement, Land Lease Agreement and all other agreements and resume / re-enter the entire Site from the Concessionaire free from all Encumbrances, without payment of any amount/compensation to the Concessionaire and/or to the Senior Lenders; and
59.	RFP Volume II Draft Concession Agreement. Clause 4.1.2 (n)	No existing provisions	Clause 4.1.2 (n) Should have provided before Effective Date, an undertaking from the IT Company duly supported by the Board Resolution, whose Technical & Financial Capacity has been claimed for qualification at RFP stage, stating that "It shall undertake and own, maintain, manage & operate the IT Unit in 30 acres of land, which shall be developed under Phase I Development Activity at all time during the Concession Period till the 10 th anniversary of COD Phase II. It shall also, undertake to

			fulfil the obligations as prescribed under Article 5.1.2 & 5.1.5 of this Agreement
60.	RFP Volume II Draft Concession Agreement. Clause 5.1.2	Clause 5.1.2 The Concessionaire will design, finance, construct, develop, operate, manage and maintain its own IT Unit in minimum 30 acre of land on the Site.	Clause 5.1.2 The Concessionaire will design, finance, construct and develop the IT Unit in minimum 30 acre of land on the Site. The Concessionaire through its IT Company (whose Technical & Financial capacity were claimed for qualification at RFP stage) shall operate, manage and maintain the IT Unit at all time during the Concession Period till 10 th Anniversary of COD Phase II. In case of substitution of IT Company post 10 th anniversary from COD Phase II, the Concessionaire shall ensure that an equivalent or better (in terms of Technical & Financial capacity) IT Company has been appointed.
61.	RFP Volume II Draft Concession Agreement. Clause 5.1.4	Clause 5.1.4 The Concessionaire will spend a minimum amount of Rs. 200 crore (Rupees two hundred crores) only within 2 (two) years towards development of the IT City from the Appointed Date and Rs. 400 crore (Rupees four hundred crores) only within 4 (four) years towards development of the IT City from the Appointed Date	Clause 5.1.4 The Concessionaire will spend a minimum amount of Rs. 200 crore (Rupees two hundred crores) only within 3 (three) years towards development of the IT City from the Appointed Date and Rs. 400 crore (Rupees four hundred crores) only within 5 (five) years towards development of the IT City from the Appointed Date. The investment obligation under this clause 5.1.4 shall include the Land Premium paid by the Concessionaire to the Authority.
62.	RFP Volume II Draft Concession Agreement. Clause 5.1.5	Clause 5.1.5 The Concessionaire will provide employment to minimum of 4000 (four thousand) IT personnel in its own 30 acre of IT Unit of Phase I of the Project by the end of 4 th (fourth) year from the Appointed Date.	Clause 5.1.5 The Concessionaire through its IT Company (whose Technical & Financial capacity were claimed for qualification at RFP stage) will provide employment to minimum of 3000 (three thousand) IT personnel (including Admin, Finance, Human Resource, Business Development staff). The net employment must be 3000 nos on its payroll in its own 30 acre of IT Unit developed in Phase I of the Project by the end of 5 th (fifth) year from the Appointed Date.
63.	RFP Volume II Draft Concession Agreement. Clause 5.1.6	Clause 5.1.6 The Concessionaire will ensure the minimum passing out of 1000 (one thousand) students from Skill Development Centre by the end of 4 th (fourth) year from the Appointed Date.	Clause 5.1.6 The Concessionaire will ensure the minimum passing out of 1000 (one thousand) students from Skill Development Centre by the end of 5 th (fifth) year from the Appointed Date.
64.	RFP Volume II Draft Concession	Clause 5.1.7 The Concessionaire will provide minimum hostel accommodation to at least 200 (two hundred)	Clause 5.1.7 The Concessionaire will provide minimum hostel accommodation to at least 200 (two hundred) students by the end

	Agreement. Clause 5.1.7	students by the end of 4 th (fourth) year from the Appointed Date.	of 5th (fifth) year from the Appointed Date.
65.	RFP Volume II Draft Concession Agreement. Clause 5.9 (b)	<p>Clause 5.9 (b) The Concessionaire having been set up for the sole purpose to exercise the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire hereby undertakes and agrees to comply with the following conditions:</p> <p>Shareholding:-</p> <p>The Selected Bidder shall hold 100% (Hundred percent) of subscribed and paid up equity share capital of the SPV along with its Parent or its Subsidiary Company (whose technical or financial experience has been claimed for qualification) to implement the Project from the Effective Date till 5th anniversary of COD of Phase –II. Thereafter, the Selected Bidder shall hold at least 26% (Twenty Six percent) in the SPV during remaining concession period along with its Parent or its Subsidiary Company.</p>	<p>Clause 5.9 (b) (i) Shareholding obligation for Single Entity The Selected Bidder shall hold 100% (Hundred percent) of subscribed and paid up equity share capital of the Concessionaire along with its Affiliate, Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) to implement the Project from the Effective Date till 5th anniversary of COD for Phase –II. Thereafter, the Selected Bidder shall hold at least 51% (Fifty One percent) in the SPV till 10th anniversary of COD Phase II during concession period along with its Affiliate, Parent or Subsidiary Company.</p> <p>Clause 5.9 (b) (ii) Shareholding obligation for Consortium</p> <p>In case the Selected Bidder is a Consortium, each member of the Consortium whose Technical or Financial experience has been evaluated in RFP stage, shall subscribe atleast 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 5th anniversary of the COD Phase II. The members of the Consortium along with their Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the 5th anniversary of the COD Phase II. Thereafter, the Consortium members in proportion to their shareholding shall hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Project SPV until 10th anniversary of COD Phase II.</p>
66.	RFP Volume II	Clause 6.1.6 – Student Fee Support	Clause 6.1.6 – Student Fee Support

	Draft Concession Agreement. Clause 6.1.6	<p>The Authority shall provide student fee support in the form of grant for students having requisite domicile proof residing in State of Uttar Pradesh and enrolled in the Skill Development Centre. The Authority shall provide per student per month fee support of 50% of tuition fee as prescribed by Concessionaire or Rs. 5,000/-, whichever is lower, for a maximum period of 5 years starting from commercial operation of Skill Development Centre. The payment shall be made on a quarterly basis not later than 30 (thirty) days from the date of receipt of payment request from Concessionaire. GoUP may verify the supporting documents submitted along with payment request.</p> <p>In addition to the incentives provided in Article 6.1.5 & 6.1.6, all the fiscal incentives shall be applicable & provided as per UP IT Policy 2012 and related Government Orders (GOs) issues thereon.</p>	<p>The Authority shall provide student fee support for IT/ITES trainings only in the form of grant for students having requisite domicile proof residing in State of Uttar Pradesh and enrolled in the Skill Development Centre. The Authority shall provide per student per month fee support of 50% of tuition fee as prescribed by Concessionaire or Rs. 5,000/-, whichever is lower, for a maximum period of 5 years starting from commercial operation of Skill Development Centre. The payment shall be made on a quarterly basis not later than 30 (thirty) days from the date of receipt of payment request from Concessionaire. GoUP may verify the supporting documents submitted along with payment request.</p> <p>In addition to the incentives provided in Article 6.1.5 & 6.1.6, all the fiscal incentives shall be applicable & provided as per UP IT Policy 2012 and related Government Orders (GOs) issues thereon.</p>
67.	RFP Volume II Draft Concession Agreement. Clause 7.1. (f)	<p>Clause 7.1 (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which its any of its properties or assets is bound or affected;</p>	<p>Clause 7.1 (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or, where applicable, those of any member of the Consortium or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which its any of its properties or assets is bound or affected;</p>
68.	RFP Volume II Draft Concession Agreement. Clause 7.1. (j)	<p>Clause 7.1 (j) that the Selected Bidder, together with <i>its</i> Parent or its Subsidiary Company (whose technical or financial experience was evaluated at the time of evaluation has been claimed for qualification) holds not less than 100% (one hundred percent) of the Concessionaire's issued and paid up Equity as on the date of this Agreement and shall continue to hold 100% issued and paid-up equity till 5th anniversary of the Phase II COD and thereafter the</p>	<p>Clause 7.1. (j) that the [Selected Bidder/Consortium], together with <i>its Affiliate</i>, Parent or Subsidiary Company (whose technical or financial experience was evaluated at the time of evaluation has been claimed for qualification) holds not less than 100% (one hundred percent) of the Concessionaire's issued and paid up Equity as on the date of this Agreement and shall continue to hold 100% issued and paid-up equity till 5th anniversary of the Phase II COD, and thereafter, the [Selected Bidder/Consortium] shall hold</p>

		Selected Bidder shall hold, together with its Parent or its Subsidiary Company, not less than 26% (twenty six percent) of the Concessionaire's issued and paid up Equity after 5 th anniversary from the Phase II COD during the Concession Period;	<i>in proportion to their shareholding</i> (applicable only in case of Consortium), together with its Affiliate, Parent or Subsidiary Company, not less than 51% (fifty one percent) of the Concessionaire's issued and paid up Equity till 10 th anniversary of Phase II COD during the Concession Period;
69.	RFP Volume II Draft Concession Agreement. Clause 8.1.2	Clause 8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Selected Bidder together with its Parent or its Subsidiary Company or any person claiming through or under any of them.	Clause 8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the [Selected Bidder/Consortium] together with its Affiliate, Parent or Subsidiary Company or any person claiming through or under any of them.
70.	RFP Volume II Draft Concession Agreement. Clause 12.4.2	Clause 12.4.2 - 4 (four) years from the Appointed Date shall be the Phase I SCOD, comprising of the Project Infrastructure and Project Facilities as described in Schedule-C1 and Schedule-C2 , respectively and earmarked for Phase I and the Concessionaire agrees and undertakes that the construction of Phase I shall be completed on or before the Phase I SCOD.	Clause 12.4.2 - 5 (five) years from the Appointed Date shall be the Phase I SCOD, comprising of the Project Infrastructure and Project Facilities as described in Schedule-C1 and Schedule-C2 , respectively and earmarked for Phase I and the Concessionaire agrees and undertakes that the construction of Phase I shall be completed on or before the Phase I SCOD.
71.	RFP Volume II Draft Concession Agreement. Clause 36.3.1 (b)	Clause 36.3.1 (b) Subleasing 20 acre of Plot for Non Core Zone on or after the 1 st Anniversary of the Appointed Date; Provided that construction on such Plot shall be undertaken on or after the 2 nd anniversary of the Appointed Date;	Clause 36.3.1 (b) Subleasing 20 acre of Plot or built up area for Non-Core Zone on or after the 1st Anniversary of the Appointed Date;
72.	RFP Volume II Draft Concession Agreement. Clause 36.3.1 (c)	Clause 36.3.1 (c) Subleasing 25% of built up area in the IT Unit of 30 Acre constructed by the Concessionaire for the purpose of plug & play office infrastructure on or after 2nd anniversary of Appointed Date.	Clause 36.3.1 (c) Subleasing of 20 acre of Plot or built up area for Core Zone on or after 1 st anniversary of Appointed Date. For avoidance of doubt the Selected Bidder shall not be allowed to sublease any part of its own IT unit in 30 acres of Land to be developed under Phase 1.
73.	RFP Volume II	Clause 36.6 Restriction on Sub-Letting	Clause 36.6 Restriction on Sub-Letting

	Draft Concession Agreement. Clause 36.6	<p>The Concessionaire shall not license, sub-lease or sub-let the whole or any part of the Site except as fully developed plots / developed infrastructure for setting up of Core Zone or Non Core Zone facilities or any other facilities expressly permitted under this Agreement.</p> <p>Provided that the Concessionaire shall at no time be allowed to sub-lease or licence its own IT Unit developed or to be developed in 30 Acres of land in the Site, except 25% of the built up area of its own IT Unit as set forth in Article 36.3.1 (c).</p>	<p>The Concessionaire shall not license, sub-lease or sub-let the whole or any part of the Site except as fully developed plots / developed infrastructure for setting up of Core Zone or Non Core Zone facilities or any other facilities expressly permitted under this Agreement.</p> <p>Provided that the Concessionaire shall at no time be allowed to sub-lease or licence its own IT Unit except or otherwise to the IT Company (whose Technical & Financial Capacity has been claimed for Qualification at RFP Stage) developed or to be developed in 30 Acres of land in the Site.</p>
74.	RFP Volume III Schedule G Clause 2	<p>Schedule G Clause 2 Project Milestones under Phase I</p> <p>The Phase I is to be completed within 4 (four) years from the Appointed Date for Phase I and shall be the scheduled date for completion of Phase I which shall comprise of the Suggested Project Infrastructure and Suggested Project Facilities as described in Schedule C1 and Schedule C2, respectively and earmarked for Phase I (the “Scheduled Phase I Completion Date”) and the Concessionaire agrees and undertakes that the construction of Phase I shall be completed on or before the Scheduled Phase I Completion Date.</p> <p>Further, the Concessionaire undertakes to invest not less than Rs. 200 (Two Hundred) Crore on or before second anniversary of the Appointed date and agrees to invest aggregate of not less than Rs. 400 (Four Hundred) Crore on or before Scheduled Commercial Operations Date for Phase I towards development of the IT city.</p>	<p>Schedule G Clause 2 Project Milestones under Phase I</p> <p>The Phase I is to be completed within 4 (four) years from the Appointed Date for Phase I and shall be the scheduled date for completion of Phase I which shall comprise of the Suggested Project Infrastructure and Suggested Project Facilities as described in Schedule C1 and Schedule C2, respectively and earmarked for Phase I (the “Scheduled Phase I Completion Date”) and the Concessionaire agrees and undertakes that the construction of Phase I shall be completed on or before the Scheduled Phase I Completion Date.</p> <p>Further, the Concessionaire undertakes to invest not less than Rs. 200 (Two Hundred) Crore on or before third anniversary of the Appointed date and agrees to invest aggregate of not less than Rs. 400 (Four Hundred) Crore on or before Scheduled Commercial Operations Date for Phase I towards development of the IT city.</p>
75.	RFP Volume III Schedule M, Clause 1.3	<p>Schedule M Clause 1.3 Student Capacity</p> <p>The SDC shall be developed with a total intake capacity of minimum 5000 student per annum. The above mentioned capacity shall be required to be achieved on or before from the 2nd Anniversary of COD Phase I, however, the</p>	<p>Schedule M Clause 1.3 Student Capacity</p> <p>The SDC shall be developed with a total intake capacity of minimum 5000 student per annum. The above mentioned capacity shall be required to be achieved on or before from the 2nd Anniversary of COD Phase I, however, the Concessionaire will</p>

		Concessionaire will ensure the minimum passing out of 1000 (one thousand) students from Skill Development Centre in each year from the 4 th (fourth) year of the Appointed Date, per annum shall require to be achieved within Phase I SCOD.	ensure the minimum passing out of 1000 (one thousand) students from Skill Development Centre in each year from the 5 th (fifth) year of the Appointed Date, per annum shall require to be achieved within Phase I SCOD.
76.	RFP Volume III Schedule V, Clause (c)	<p>Schedule V Clause (c) Student Fee Support</p> <p>The Authority shall provide student fee support in the form of grant for students having requisite domicile proof residing in State of Uttar Pradesh and enrolled in the Skill Development Centre. The Authority shall provide per student fee support of 50% of tuition fee as prescribed by Concessionaire or a maximum amount of Rs. 5,000 per student per month, whichever is lower, for a maximum period of 5 years starting from commercial operation of the Skill Development Centre. The payment shall be made on a quarterly basis not later than 30 (thirty) days from the date of receipt of payment request from Concessionaire. GoUP may verify the supporting documents submitted along with payment request.</p>	<p>Schedule V Clause (c) Student Fee Support</p> <p>The Authority shall provide student fee support only for IT / ITES trainings in the form of grant for students having requisite domicile proof residing in State of Uttar Pradesh and enrolled in the Skill Development Centre. The Authority shall provide per student fee support of 50% of tuition fee as prescribed by Concessionaire or a maximum amount of Rs. 5,000 per student per month, whichever is lower, for a maximum period of 5 years starting from commercial operation of the Skill Development Centre. The payment shall be made on a quarterly basis not later than 30 (thirty) days from the date of receipt of payment request from Concessionaire. GoUP may verify the supporting documents submitted along with payment request.</p>