#### DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Assam Skill Development Mission hereinafter referred to as ASDM, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the ASDM, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

ASDM, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

ASDM may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# SCHEDULE FOR INVITATION OF RFP

1	e-Tender No.	REF NO. ASDM-16/2017/98 dated 20/06/2017	
2	Name of the Work	Selection of Project Management Consultant for Assam Skill Development Mission	
3	Name of the issuer of this tender	Mission Director, Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022 Email: missiondirector.asdm@gmail.com Contact: 0361-2339745	
4	Date of issue of tender document	21/06/2017	
5	Date for sending Pre Bid Queries by email	25/06/2017 till 5:00 P.M	
6	Pre Bid Meeting	28/06/2017 at 12:00 noon at ASDM office Guwahati as per address of Communication mentioned below.	
		(Pls. refer the instructions for attending pre- bid meeting)	
7	Publishing of pre-bid queries response	30/06/2017 on <u>www.assamtenders.gov.in</u> and ASDM website: <u>www.egm.assam.gov.in</u>	
8	Last Date for Submission of Bids	12/07/2017 up to 03:00 P.M.	
9	Date of Opening of Technical Bids	12/07/2017 at 04:00 P.M	
11	Date of Financial Bid opening	To be informed later	
12	Place of Submission of EMD, Tender Fees & Opening of Bids	Mission Director, Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022	
14	Address of Communication	Mission Director, Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022	
15	Cost of Tender Document	<b>Rs. 25,000</b> /- (Rs. Twenty Five thousand only) (non-refundable) through Demand draft from any Nationalized Bank in favour of "Assam Skill Development Mission" payable at Guwahati	

16	Earnest Money Deposit (EMD)	Rs. 50,00,000/- (Fifty Lakh only) either in form of Demand Draft or Bank Guarantee from any Nationalized Bank in favour of "Assam Skill Development Mission" payable at Guwahati.		
17	Purchase of Tender Document	Tender Document can be downloaded from <a href="https://www.assamtenders.gov.in">www.assamtenders.gov.in</a> The bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal. Scan copy of the same must be uploaded with the proposal		
18	Validity of Proposal	120 days from the date of opening of Tender		

# **Important Notes:**

- 1. The RFP is to be submitted within the stipulated time on the date specified above.
- 2. Conditional RFPs shall be summarily rejected.
- 3. ASDM reserves the right to amend any or all conditions of this RFP Document before the last date of submission of RFPs, or to change the above schedule at any time, without assigning any reasons.
- 4. Contact person for communication: Mission Director, Assam Skill Development Mission at Phone No:0361-2339745
- 5. In case any bidder fails to submit the original Demand Draft/ Bank Guarantee of tender cost and Earnest Money along with the bid, the Technical Bid of the bidder shall not be opened. The Demand Draft or Bank Guarantee should be of Nationalized Bank drawn in favour of "Assam Skill Development Mission" payable at Guwahati.
- 6. If dates mentioned above coincide with Govt. holidays, the next working day will be condered as schedule date.

Mission Director Assam Skill Development Mission

#### **Section 1: General Conditions of the Contract**

#### 1. Assam State Overview

The State of Assam, popularly known as the land of the red river and blue hills is the gateway to the North East India. It covers an area of about 78,348 sq. km. which is 2.4% of the country's total area, Assam sustain 2.58% of country's population. State population stands at 3.39 crore in 2016 with population density 497 per sq. km. Urban population is 14.1% whereas rural population is 85.9%. Working age population (15-59 years) is 60.6%. Per capita income (2014-15) is INR 60,621. In 2011, the literacy rate of Assam was estimated to be 73.18% (78.81% male and 67.27% female). The literacy rate of Assam is slightly below the national average of 74.04%. The urban literacy is 88.5% and rural literacy is 69.3% as in 2011. Assam has a total of 28 Govt. ITI's, 69 private ITI's affiliated under SCVT/NCVT and 10 polytechnics. As on June 2014 the state has total 191 VTPs (Govt. VTPs- 35, Private VTPs-156). The annual enrollment capacity in 18 sectors is 14,352. Assam state had the presence of 21 NSDC training partner operating 246 training centre in the state.

Assam has total 12 universities of which 2 are Central university, 7 are State level university (4-Public and 3-Private) 2 institute of national importance and 1 is state open university. As on 2011-12 state has 347 higher education institutes with average enrollment 723 per institute.

The economy of Assam continues to be predominantly agrarian. The sector wise share of Agriculture sector (2013-14) are Agriculture (84%) Forestry & logging (10%) and fishing 6%. The Industrial scenario of the State is mainly confined within the growth of employment oriented Small Scale Sector, which comprises of manufacturing and processing industries. The contribution of manufacturing sector to Gross State Domestic Product is estimated at around 8% during 2010-11.

The Tea Industry of Assam, which is about 170 years old, playing a vital role in the State as well as in the national economy. The Assam's Tea industry also possesses a significant reputation in the global economy. The total area under tea cultivation is accounting for more than half of the country's total area under tea. And the Tea Industry of Assam provides average daily employment to more than six lakh persons in the State which is around 50 percent of the total average daily number of labour employed in the country.

Among the Plantation crops, Rubber cultivation is also gaining its popularity in the State due to congenial agro climate as well as its eco-friendly activity.

Assam has ample scope for Bamboo based industry like Paper manufacturing industry, since this region has highest concentration of bamboo i.,e., around 60% of the total Bamboo of the country.

Sericulture, a major cottage industry of the State, is practiced in more than 10,500 villages and provided employment to 2.6 lakh of family. Assam has the monopoly in production of Muga, the Golden Silk in the world and 99% of Muga-Silk produced in Assam. Assam has also achieved the right of "Geographical Indication" in Muga-Silk.

**Industrial profile:** The presence of the vast natural and human resource base in the state has contributed to the development of its industrial sector. The prominent industries that find a place in the industrial profile of the state are:

**Tea Industry**: Presently, the number of tea gardens in Assam stood at 65422 with a workforce of about 6 lakhs.

### Oil and Petroleum Industry:

The Oil India Limited and the Oil and Natural Gas Commission have been associated with the exploration of crude oil and natural gas in Assam. The establishment of refineries in Noonmati, Digboi, Bongaigaon and Numaligarh, have facilitated the processing of crude oil in the state. In 2011-2012, the production of crude oil in the state stood at 5023 thousand metric tonnes and that of natural gas (utilized) stood at 2726 million cubic metres (Directorate of Economics and Statistics, 2013)

*Coal Industry*: The presence of coalfields in many places of Upper Assam like Makum, Margherita, Ledo, Jhanji, Nazira and Koilajan and Silbhetta in Karbi Anglong had led to the emergence of the coal Industry in Assam.

**Fertilizer Industry**: Fertilizer is the key input for agriculture production that based on natural gas as a raw material. Assam's oil fields in Naharkatiya and Moran has a large proportion of gas reserve. The fertilizer factory at Namrup installed by the Fertilizer Corporation of India was a big boost to Assam's economy in terms of its use of the natural gas present in the state and in terms of its contribution to both the agricultural and industrial sectors in the state.

*Cement Industry*: The presence of limestone in Assam has been a facilitator in the establishment of cement industry in Assam. Limestone is an important raw material for the cement industry.

*Paper Industry*: This is an important agro–based industry of Assam, which draws upon the vast bamboo resources present in the state.

Employment profile: Agriculture is the highest employer in Assam with about 54.3% of the total work force with 22% contribution to GSDP of the state in 2012. Industry sector employs 13.5% of total workforce. Service sector had a share of about 56% in the state economy activities employing 32.3% of the total workforce in Assam in 2012. Likewise trade, hotel and restaurant sector (15.6%), Construction (6.7%), manufacturing sector (6%) and other service activities (5.3%) in 2012. Around 8 lakhs youth from the state are working in different parts of the country primarily in Industry & Construction (43%) and as private security guard (29%).

### **About ASDM**

Assam Skill Development Mission (ASDM) has come into existence with the cabinet memorandum and has been registered on 3<sup>rd</sup> December, 2015 under Society Act XXI of 1860.

## **Mission:**

- 1. To integrate efforts of various departments of the State engaged in skill development training and enhancing global competitiveness through a quality and productive workforce by developing demand driven, standardized, dynamic and integrated technical & vocational training service.
- 2. To create an overarching integrated framework for action for skill development and to act as apex body for monitoring, coordination, convergence and providing overall policy direction for skill development activities both in the public and private sector in the State.

3. To systematize the skill development efforts in the state and create an environment for linkage with employment.

## **Strategy of the Mission:**

To ensure tight linkage of skill development with local industry needs and State, National & International priorities.

### **Structure of the Mission:**

- 1. Governing Council, ASDM, headed by the Hon'ble Chief Minister, Assam.
  - To review the activities and programmes undertaken by the Mission and to give overall policy guidance and direction for its efficient functioning.
- 2. Executive Committee, ASDM headed by the Chief Secretary Govt. of Assam
  - ➤ To allocate the activities as per strategy of implementation among various Departments as per direction of the Governing Council.
- 3. State Project Management Unit headed by the Mission Director, ASDM.
  - > The Mission Director shall be the Chief Executive Officer of the Mission and shall be responsible for proper administration of the affairs and funds of the Mission, and implementation of its various activities and programs in a Mission Mode under the guidance of the Chairperson of Governing Council. Further, Mission Directorate will work under general control and supervision of the Chairperson of the Executive Committee.

### **Implementing Authority:**

District Project Management Unit headed by the Deputy Commissioner of the District.

> To prepare District action plan for skill development and initiate action there on under supervision of State Project Management Unit.

#### 2. General Provisions

#### **Definitions**

- "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Project Management Consultant.
- "Client" means the implementing agency (Assam Skill Development Mission proposed under Department of Skill ,Employment and Entrepreneurship, Government of Assam.) that signs the Contract for the Services with the selected Project Management Consultant.
- "Project Management Consultant/Bidder" means a company or partnership firm having local presence in the State of Assam or else the bidder should give the undertaking that they will open office with minimum sitting capacity for 30 people (SPMU and if required ASDM staff) in Guwahati, Assam within a period of one month of signing the contract.

- "TSP" will be a Training Service provider who will be eventually selected by ASDM for providing skill trainings across the state of Assam.
- "Contract" means a legally binding written agreement signed between the Client and the Project Management Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract(GCC)
- "Data Sheet" means an integral part of the Instructions to Project Management Consultants (IPMC) Section 2 that is used to reflect specific country and assignment conditions to supplement (but do not overwrite the conditions in IPMC)
- "Online" means uploading the Pre-Qualification, Technical, Financial proposals, scan copy of Tender Fees and EMD on https://assamtenders.gov.in/ with a valid Digital Signature of any Authorized Bidder of the Firm
- "Key Expert(s)" means an individual professional whose skills, sector experience, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Project Management Consultant's proposal& would be placed full-time at Assam (SPMU) or New Delhi (CPMU), they need to be on the payroll of the Bidder.
- "IPMC" (Section 2 of the RFP) mean the Instructions to Project Management Consultants that provides Project Management Consultants with all information needed to prepare their Proposals.
- "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the Client to the selected Project Management Consultant.
- "LOA" means the Letter sent by client to the selected Project Management Consultant after the legal agreement.
- "Proposal/Bid" means the Prequalification Proposal, Technical Proposal and the Financial Proposal of the Project Management Consultant in response to the RFP.
- "Proposal due date" means the date of opening of the Technical bid.
- "RFP" means the Request for Proposals prepared by the Client for the selection of Project Management Consultants
- "Services" means the work to be performed by the Project Management Consultant pursuant to the Contract.
- "TOR" (Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Project Management Consultant, and expected results and deliverables of the assignment.
- "" means Assam Skill Development Mission under Department of Skill, Employment and Entrepreneurship Development, Government of Assam.
- "STT" means State Steering Committee, a committee formed under the Chairmanship of MISSION DIRECTOR, ASDM.
- "Biometric Attendance" means online attendance monitoring system based on Aadhaar/ Other related document
- "Other Personnel" means the resources other than the Key Experts

#### 3. Introduction

- 3.1. ASDM intends to select a Project Management Consultant in accordance with the method of selection specified in the Data Sheet.
- 3.2. The Project Management Consultants are invited to submit a Prequalification Proposal, Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.
- 3.3. The Project Management Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-bid meet as

- specified in the Data Sheet. Attending any such pre-bid meet is optional and is at the Project Management Consultant's expense.
- 3.4. ASDM will timely provide, at no cost to the Project Management Consultants, the inputs, relevant project data, and reports required for the preparation of the Project Management Consultant's Proposal as specified in the Data Sheet.

#### 4. Conflict of Interest

- 4.1. The selected Project Management Consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Project Management Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the ASDM/Government of Assam (GoA) under the contract. It should be the requirement of the consultancy contract that the Project Management Consultants should provide professional, objective and impartial advice and at all times hold the ASDM/GoA interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Project Management Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other ASDM/GoA, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.
- 4.2. The Project Management Consultant has an obligation to disclose to ASDM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Project Management Consultant or the termination of its Contract.
- 4.3. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Project Management Consultant shall not be hired under the circumstances set for the below:

a. Conflicting activities	(i)	Conflict between Consulting activities and procurement of goods, works or services: A Project Management Consultant/ Consultancy concern that have been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing implementation services related to those goods, works or services.
b. Conflicting assignments	(ii)	Conflict among consulting assignments: Neither Project Management Consultants (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Technical Consultants. As an example, Project Management Consultants hired to Empanel TSPs for this project shall not be engaged to prepare an independent quality assessment for the same project or do the training.

c. Conflicting relationships	(iii)	Relationship with client's staff: Project Management Consultants (including their personnel and sub-Project Management Consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing ASDM, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in
		the selection process and monitoring of Project Management Consultant's work.

## 5. Unfair Competitive Advantage

5.1. Fairness and transparency in the selection process require that the Project Management Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

### 6. Corrupt and Fraudulent Practices

- 6.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this "RFP", ASDM shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ASDM shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Guarantee as damages payable to the ASDM for, inter alia, time, cost and effort of the ASDM, in regard to the "RFP", including consideration and evaluation of such Bidder's Proposal.
- 6.2. Without prejudice to the rights of the ASDM under Clause 4.1 hereinabove, and the rights and remedies which the ASDM may have under the LOA or the Agreement, if an Bidder or Project Management Consultant, as the case may be, is found by the ASDM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Project Management Consultant shall not be eligible to participate in any tender or "RFP" issued by the during assignment period from the date such Bidder or Project Management Consultant, as the case may be, is found by the ASDM to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.
- 6.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ASDM who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or

after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ASDM, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical/adviser of the in relation to any matter concerning the Project;

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

# 7. Eligibility

7.1. It will be the Project Management Consultant's responsibility to ensure that it meets the eligibility requirements as established in the Data Sheet

### 8. Qualification to the bid

8.1. The bids may be submitted as per the pre-qualification criterion indicated in Data Sheet

#### 9. General Considerations

9.1. In preparing the Proposal, the Project Management Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal

## A. Preparation of Proposal

### 10. Cost of Preparation of Proposal

10.1. The Project Management Consultant shall bear all costs associated with the preparation and submission of its Proposal, and ASDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. ASDM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Project Management Consultant.

# 11. Language

11.1.The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Project Management Consultant and , ASDM shall be written in English Language

## 12. Documents comprising the proposal

- 12.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 12.2. The Project Management Consultant shall include a statement of an undertaking of the Project Management Consultant to observe, in competing for and executing a contract, Indian laws against fraud and corruption (including bribery).

### 13. Only one proposal

13.1. The Project Management Consultant shall submit only one Proposal.

## 14. Proposal Validity

- 14.1.The Project Management Consultant's Proposal must remain valid for at least 120 days after the proposal submission deadline. A bid valid for a shorter period shall be rejected by the tendering ASDM as non responsive bid.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering ASDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- 14.3.If it is established that any Key Expert nominated in the Project Management Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation; such Proposal shall be disqualified and rejected for further evaluation.
- 14.4. Project Management Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MISSION DIRECTOR of ASDM.
  - The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Expert as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 60 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of Experts remain unchanged. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MISSION DIRECTOR of ASDM.
- 14.5. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Project Management Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

## 15. Extension of Validity Period

- 15.1. ASDM will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, ASDM may request, in writing, all Project Management Consultants who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- 15.2. If the Project Management Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 15.3. The Project Management Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

## 16. Substitution of Key Experts at Validity Extension

- 16.1. If any of the Key Experts become unavailable for the extended validity period, the Project Management Consultant shall provide a written adequate justification and evidence satisfactory to ASDM together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 16.2. If the Project Management Consultant fails to provide a replacement of any Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to ASDM, such proposal will be rejected.
- 16.3. ASDM reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The Project Management Consultant should provide a replacement within 30 days of such written request placed by ASDM otherwise a penalty of 5% of quoted man-month rate per day of delay will be levied. In such an eventuality where replacement is sort by ASDM, at-least a 30 day notice will be given to Project Management Consultant to advice the concerned consultant to improve upon his/her performance failing which the replacement clause will be started.

## 17. Sub-Contracting

- 17.1. Sub-Contracting of Key Experts is not allowed and all the resources should be on the payroll of the Project Management Consultant
- 17.2. Project Management Consultant to provide a Self-Certificate from its Head HR or Authorized Signatory that the resources deployed on the Project is on the Payroll of the Project Management Consultant, at the start of the project. This Certificate needs to be provided annually.

Subcontracting at DPMU level is also not allowed.

### 18. Earnest Money Deposit

- 18.1. Every bidder participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting Bid (NIB).
- 18.2. EMD of a bidder lying with Assam Skill Development Mission in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- 18.3. Form of EMD: The EMD may be deposited in the form of a demand draft or bank guarantee in favour of "Assam Skill Development Mission" payable at Guwahati.
- 18.4. The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet. The same shall be payable at par at "Guwahati".

- 18.5. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- 18.6. EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the PBG as mentioned in the RFP
- 18.7. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
  - When the bidder withdraws or modifies his bid proposal after opening of bids.
  - When the bidder does not execute the agreement after placement of order within the specified time.
  - When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.

#### 19. Clarifications and Amendment of RFP

- 19.1. The Project Management Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals" submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to ASDM address indicated in the Data Sheet. ASDM will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to the Project Management Consultant. Should ASDM deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 19.2. At any time before the proposal submission deadline, ASDM may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be binding on the Project Management Consultants. The Project Management Consultants shall acknowledge receipt of all amendments in writing.
- 19.3. If the amendment is substantial, ASDM may extend the proposal submission deadline to give the Project Management Consultants reasonable time to take an amendment into account in their Proposals.
- 19.4. The Project Management Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Prequalification or Technical or Financial Proposal shall be accepted after the deadline.

## 20. Preparation of Proposals-Specific Considerations

20.1. The Project Management Consultant shall prepare its proposal as per the provisions of RFP.

### 21. Pre qualification Proposal Format and Content

- 21.1. It is must to meet all the pre-qualification criteria mentioned in data sheet. The Technical Proposal will be opened for bidder who meets each and every pre qualification criterion.
- 21.2. The technical and financial proposal of bidder disqualified at prequalification stage will be returned to the respective bidder's unopened.

## 22. Technical Proposal Format and Content

- 22.1. The Prequalification or Technical Proposal shall not include any financial information. A Prequalification or Technical Proposal containing material financial information shall be declared non-responsive.
- 22.2. Project Management Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 22.3. Project Management Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MISSION DIRECTOR of ASDM, approval of which may be provided in very rare situation. The Key Experts have to be full-

time on this project and at the location mentioned as per the RFP. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Expert as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 60 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of Experts remain unchanged. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MISSION DIRECTOR of ASDM.

22.4. The Project Management Consultant is required to submit a Technical Proposal, as indicated in the Data Sheet and using the Standard Forms provided in Section 4 of the RFP.

## 23. Financial Proposal

23.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), IT infrastructure and consumables as required for the project, rentals etc. **State will not bear any cost other than the fee mentioned in the financial proposal.** 

### 24. Price Adjustment

- 24.1. The Project Management Consultant shall agree to carry out any additional assignment during the assignment period as per instruction of the ASDM, the remuneration of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Project Management Consultant as FIN-2 will be used for the same.
- 24.2. This Rate-Card will be valid for full period of the contract (36 months)

#### 25. Taxes

- 25.1. The prices quoted by Bidder will be exclusive of taxex & duties and shall be paid by ASDM at the prevailing rates along with quoted fee.
- 25.2. The income tax etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- 25.3. If there would be any increase/decrease in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by ASDM.

### B. Submission, Opening and Evaluation

### 26. Submission, Sealing and Marking of Proposals

- 26.1. The Bidder shall submit bids through Online.
- 26.2. Offline submission shall only be accepted for EMD and Tender Fees
- 26.3. An authorized representative of the Project Management Consultant shall sign the original submission letters in the required format for the Prequalification Proposal, Technical Proposal and Financial Proposals. The authorization shall be in the form of a written power of attorney attached to the Prequalification Proposal.
- 26.4. All pages of the bid and where corrections or amendments have been made shall be signed by the authorized signatory except where the attestation by Gazetted Officer or Chartered Accountant is required. In case of detection of any forgery, the bid shall summarily be rejected, EMD shall be forfeited and ASDM may also resort to legal action against the Bidder.
- 26.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

26.6. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by ASDM no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by ASDM after the deadline shall be declared late and rejected.

### 27. Confidentiality

- 27.1. From the time the Proposals are opened to the time the Contract is awarded, the Project Management Consultant should not contact ASDM on any matter related to its Prequalification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Project Management Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 27.2. Any attempt by shortlisted Project Management Consultants or anyone on behalf of the Project Management Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- 27.3. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a Project Management Consultant wishes to contact ASDM on any matter related to the selection process, it should do so only in writing.

### 28. Amendment to "RFP"

28.1. At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the ASDM may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the ASDM may, in its sole discretion, extend the Proposal Due Date.

### 29. Bid Preparation

29.1. The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. ASDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the ASDM reserves the right to reject all or any of the offers without assigning any reason whatsoever.

#### 30. Withdrawal of Bid

- 30.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 30.2. The ultimate decision lies with the authority (ASDM).

#### 31. Pre-bid meet

31.1. A Pre-Bid Meet shall be held at the office of Assam Skill Development Mission, on the date and time mentioned in the Schedule, Pg. 8. Firms are requested to depute authorized representative to attend pre-bid meet along with the queries, if any. Please also send your queries in advance to be received positively by 25<sup>th</sup> June 2017 through email at <a href="missiondirector.asdm@gmail.com">missiondirector.asdm@gmail.com</a>. Please note that only two authorized representative per firm shall be permitted to attend the Pre-bid Meet.

## 32. Opening of Proposals

- 32.1. ASDM shall conduct the opening of the Prequalification Proposals in the presence of the all bidder's authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet.
- 32.2. At the opening of the Prequalification Proposals the following shall be read out: (i) the name of the Project Management Consultant (ii) the presence or absence of the requisite document in the Technical and Financial Proposal; and (iii) any other information deemed appropriate or as indicated in the Data Sheet

### 33. Proposals Evaluation

- 33.1. The evaluators of the Prequalification proposal or Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 33.2. The Project Management Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation on the basis of the submitted Prequalification, Technical and Financial Proposals. However, the ASDM may seek clarification on the information.

## 34. Evaluation of Prequalification and Technical Proposals

- 34.1. The Bidder shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby Technical proposal will be allotted weight age of 80% and Financial Proposal will be allotted weight age of 20%.
- 34.1.1. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid.
- 34.1.2. The formula for determining the financial score (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/F in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the proposal under consideration

- 34.1.3. The weights given to the Technical (T) and Financial (P) Proposals are 80 and 20 respectively
- 34.1.4. Proposals are ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T + P = 100) as follows:-

$$S = St \times T\% + Sf \times P\%$$

- 34.2. Any Technical bid with score less than 70 marks will be rejected and their financial bids will not be opened.
- 34.3. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

#### 35. Opening of Financial Proposals

- 35.1. After the Technical evaluation is completed, ASDM shall declare the proposals awarded less than 70 marks, the Financial bids shall be considered null and void. These bids will disqualified for further -revaluation.
- 35.2. The Financial Proposals shall be opened by ASDM in the presence of the representatives of those Project Management Consultants. At the opening, the names of the Project Management Consultants, and the overall technical scores, including the break- down by criterion, shall be read aloud. The Financial Proposals shall be opened as per eTendering process

#### 36. Correction of Errors

36.1. Activities and items described in the Technical Proposal but not priced in the Financial

- Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- 36.2. ASDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

#### 37. Taxes

37.1. The quote of the bidder shall be exclusive of taxes &duties and same will be paid as per the rates applicable at the time of payments.

### 38. Award

- 38.1.1 After issuance of LOI by ASDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with ASDM within 15 days. ASDM shall then issue the letter of award to the selected bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Project Management Consultants.
  - 38.2. The Project Management Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### 39. Performance Guarantee and Liquidity Damages

- 39.1. Within 15 days from the date of Letter of Invitation (LOI) from ASDM, the successful Project Management Consultant company/firm shall furnish the Performance Guarantee of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.
- 39.2. The selected Project Management Consultant shall submit the Bank Guarantee for Performance Guarantee for 36months.
- 39.3. Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment
- 39.4. Forfeiture of PG: PG shall be forfeited in the following cases:
  - When any terms and condition of the contract is breached.
  - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/wok order
- 39.5. The Resource has to follow the working hours, working days and Holidays of Government of Assam. However resource shall be available on a holiday if so is required by ASDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

## 40. Liquidity Damages

- 40.1. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.
- 40.2. The selected bidder shall request in writing to tendering ASDM giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained
- 40.3. ASDM shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.
- 40.4. If ASDM agrees to extend the delivery period/ schedule, an amendment to the contract with

- suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.
- 40.5. It shall be at the discretion of the concerned ASDM to accept or not to accept the supply of services rendered by the Project Management Consultant after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. S shall have right to cancel the contract with respect to undelivered service.
- 40.6. If ASDM is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period
- 40.7. Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.
- 40.8. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

### C. Project Deliverables and Payment Terms & Schedule

#### 41. Commencement of Services

- 41.1. The date for the commencement of services is within 15 calendar days of contract signing and shall complete the deployment of the entire work force as per the mutually agreed Inception Report submitted by Project Management Consultant.
- 41.2. The Project Management Consultant may withdraw the relevant manpower after meeting scheduled deliverable, subject to the approval of ASDM.

### 42. Project Deliverables

Please refer Section 6 - Terms of Reference

### 42.1. Knowledge Transfer

The Project Management Consultant will initiate the knowledge transfer to the ASDM staff from the 34<sup>th</sup> Month of the project and complete the overall activity by 36<sup>th</sup> month of the project.

Note to Project Management Consultants: {Upon full and final payment, Client shall have a perpetual, non-transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Prime Bidder/ concern agency and/or are hereby assigned to Prime Bidder/ concern agency. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Prime Bidder/ concern agency shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services}.

## 43. Period of Completion of assignment:

The project duration is of 36 months from the date of the signing of the contract.

#### 44. Payment Schedule

Please refer to Section 7 of the document for the milestones & quarterly performance based payment schedules. All payments will be strictly done as per the conditions put in the Section 7.

### 44.1. Penalty Clause:

In case the deliverable is delayed beyond 15 days from the submission date or the revised completion date (as agreed by ASDM in writing), a penalty of 1.5% per month which will be on the amount of requisite fee of that deliverable, shall be payable by the Project Management Consultant to S, subject to maximum of 5% of that deliverable fee. If the delay is beyond 3 months, then S has the right to issue the termination notice. The sum-total of all penalties will be subject to maximum of 5% of the amount of total fees, during the term of the contract and is parallel to other penalties stipulated in the RFP which will be governed as per performance of TC.

However, if the Project Management Consultant meets the required quarterly deliverable target, in the coming months, the withheld payment against the deliverable shall be made, subject to maximum rollover till the end of that fiscal year.

### 45. Payments to the Project Management Consultant:

- 1. Project Management Consultant will follow a quarterly invoicing process. All the deliverables for the quarter will be submitted as per the timelines as per the Deliverables mentioned in Section 6 or mutually agreed upon during the project inception stage.
- 2. The consolidated quarterly invoice will be generated and submitted on the last working day of the quarter to the ASDM.
- 3. ASDM will pay to PMC within 30 days of the invoice date. Should there be any observation to correct the invoice, same would be communicated within 3 days of invoice date else it would be deemed to be accepted and payment shall be processed. The PMC will rectify any shortcoming in the invoice, if pointed out and resubmit it in 7 day time for its payments.
- 4. ASDM will pay to the Project Management Consultant TA/DA as per the states policy only for such travel that are approved by ASDM for all travel requirements outside the base station of posting/ deployments.

### 46.2. Conduct of Project Management Consultant Manpower:

The conduct of Project Management Consultant will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed in Centre (Delhi), State Headquarters (Guwahati) and districts.

- 1. Each office of the Project Management Consultant will have biometric attendance monitoring system and regular attendance of personnel will be monitored by ASDM.
- 2. It is expected that in a quarter minimum 85% of aggregated biometric attendance at the CPMU, SPMU and DPMU is maintained and reported. It should be duly signed by Project Director or Authorized signatory for the project.
- 3. Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave). Beyond 5 days for unauthorized leave, ASDM will have the right to deduction of 5% of man-month rate quoted for each of the resources on per day basis. This will be calculated on a monthly basis and the amount will be deducted from the Quarterly Payments.
- 4. Project Management Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MISSION DIRECTOR of ASDM,

approval of which may be provided in very rare situation. The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Expert as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 60 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of Experts remains unchanged. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MISSION DIRECTOR of ASDM.

### 46. Earnest Money Deposit(EMD):

The Bidder shall furnish an interest free EMD of Rs. 50,00,000 (Fifty Lakhs only) at the time of submitting the proposal in the form of a Demand Draft or Bank Guarantee issued by one of the Nationalized Banks in India in favour of "Assam Skill Development Mission" payable at Guwahati, refundable not later than 180 days from the date of submission of offer except in case of the two highest ranked bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be refunded its EMD within 180 days from the date of submission of offer.

The Selected Bidder's EMD shall be refunded upon the Bidder submitting the performance guarantee.

#### **D.** Other Terms & Conditions

### 47. Interpretation

- 47.1. If the context so requires it, singular means plural and vice versa
- 47.2. Entire Agreement: The Contract constitutes the entire agreement between the ASDM and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 47.3. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 47.4. Non-waiver: Subject to the condition (49.5) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 47.5. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 47.6. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 48. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Assam State/ the Country (India) and under the jurisdiction of Guwahati Court.

## 49. Force Majeure

#### 49.1. Definition:

- For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- The Force Majeure would be applied to only those Districts which have been so stated by MISSION DIRECTOR, ASDM in writing; is part of Government of Assam directives and is agreed by Project Management Consultant. Payments of the non-impacted districts will be calculated and given as per the payment schedule and Project Management Consultant will not be penalized for the non-performance of the force majeure applied districts. Computing of annual and quarterly performance will also be adjusted on pro rata basis.
- will decide the eventuality of Force Majeure which will be binding on both the parties

## 49.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Project Management Consultant shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.

#### 49.3. Measures to be taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 49.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## 49.5. Payments

The Force Majeure is applied to only those Districts which have been so stated by MISSION DIRECTOR, ASDM in writing; is part of Government of Assam directives and is agreed by Project Management Consultant. Payments of the non-impacted districts will be calculated and given as per the payment schedule (Section 7) and Project Management Consultant will not be penalized for the non-performance of the force majeure applied districts. Computing of annual and quarterly performance will also be adjusted on pro rata basis.

In the event of Force Majeure is applied to the whole state of Assam, then ASDM will continue to follow the payment schedule by giving concession to Project Management Consultant of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

#### 49.6. Consultation

Not later than thirty (30) days after the Project Management Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 50. Change Order stand Contract Amendments

- 50.1. ASDM may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.
- 50.2. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the ASDM"s order. The rate-contract enclosed in the Fin-2 will be used to calculate the cost of the additional work/ change request.

#### 51. Termination Clauses

#### 51.1 Termination for Default

- ASDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected bidder, terminate the contract in whole or in part(provided a cure period of not less than 90 days is given to the selected bidder to rectify the breach):
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by ASDM; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgment of the ASDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract
- If ASDM terminates the contract in whole or in part, amount of PG shall be forfeited.

### 51.2. Termination for Insolvency

ASDM may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will

not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ASDM.

#### **51.3.** Termination for Convenience

- ASDM, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for S convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, ASDM will pay for all the pending invoices as well as the work done till that date by the Project Management Consultant.
- In addition to above clause, ASDM will compensate the Project Management Consultant with 30 days of Fee of all two components, i.e. CPMU, SPMU& DPMU and balance unpaid amount of ICT Portal as long as the entire portal is completed and delivered along with source code to ASDM
- Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

## 51.4. Termination by ASDM

- The ASDM may, by not less than thirty (30) days" written notice of termination to the Project Management Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Project Management Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the ASDM may have subsequently granted in writing;
- The Project Management Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The Project Management Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- The Project Management Consultant submits to the ASDM a statement which has a material effect on the rights, obligations or interests of the ASDM and which the Project Management Consultant knows to be false;
- Any document, information, data or statement submitted by the Project Management Consultant in its Proposals, based on which the Project Management Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60)days
- If the Govt. of Assam would like to terminate the contract for reasons not attributable to the Project Management Consultant performance, they will need to clear all invoices for the TC services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 36 months.
- If the Govt. of Assam would like to terminate the contract for reasons attributable related to the

Project Management Consultant performance, the government will give a rectification notice for 3 months to TC in writing with specific observations and instructions.

### 51.5. Termination by Project Management Consultant

The Project Management Consultant may, by not less than six (06) month written notice to the ASDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The ASDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Project Management Consultant may have subsequently agreed in writing) following the receipt by the ASDM of the Project Management Consultant's notice specifying such breach;
- If there are more than 2 un-paid invoices and ASDM fails to remedy the same within 45days of the submission of the last un-paid invoice
- as the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The ASDM fails to comply with any final decision reached as a result of arbitration.

## 51.5.1 Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by ASDM to the Project Management Consultant within 30 days of the contract termination

## 51.5.2. Suspension

The ASDM may, by written notice of suspension to the Technical Consultant, without any obligation (financial or otherwise) suspend all the payments to the Project Management Consultant hereunder if the Project Management Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- shall specify the nature of the breach or failure, and
- shall provide an opportunity to the Project Management Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Project Management Consultant of such notice of suspension. The above action will be taken by ASDM after approval of Project Management Consultant Evaluation Committee

### 51.5.3. Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- such rights and obligations as may have accrued on the date of termination or expiration,
- the obligation of confidentiality set forth in RFP,

#### 52. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other the Project Management Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

## 53. Disputes Resolution

#### 53.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to ASDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

#### 53.2. Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by ASDM and other appointed by Project Management Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Guwahati and following are agreed.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

#### 54. Disqualification

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
- During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project (Including DPMU resources) to or employs the goods or services of any of the parties having interest in the project.

### 55. Intellectual Property Rights of the Project

During the operational phase, the responsibility to maintain the IPR would lie with the Project Management Consultant. The Project Management Consultant shall transfer the Source Code &IPR to

ASDM, at the time of completion of the assignment.

## 56. Responsibilities of the ASDM

- 56.1. All work regarding creation of S Steering committee.
- 56.2. Appointment of a single point of contact person, who will coordinate with all departments/ Project Management Consultant/ TSPs/ Call Center etc. Coordination with various departments and stakeholders.
- 56.3. Issuance of various government orders/policy amendments as per requirement of the project.
- 56.4.Facilitate Project Management Consultant by issuing Office Order to various District Commissioner for DPMU resources to be based and work from respective DC offices across the state.
- 56.5. Assigning of relevant officials as per project need.
- 56.6. Resolution of problems and disputes arising.
- 56.7. In coordination with TC, steps would be taken for additional funding from State/ Centre for smooth functioning of this scheme
- 56.8. Timely payments to the Project Management Consultant
- 56.9. Facilitate coordination with Placement Agencies/ Certification Agencies/ and other service providers on need-basis.
- 56.10. Will provide Hosting, Bandwidth, System Software, Hardware, System Administrator & other infrastructure to deploy ICT Portal in the state.

# Section 2. Data Sheet & Instructions to Project Management Consultants (IPMC)

A. General	A. General				
IPMC Clause Reference					
1.	Location of the Project: Assam, India				
2.	Name of the Client: Assam Skill Development Mission (under Department of Skill, employment and Entrepreneurship, Govt. of Assam).  Method of selection: Combined Quality cum Cost Based System (QCBS) 80:20 with 70 marks as the qualifying score in Technical Evaluation.  Any bids with less than 70 marks (Technical) will be rejected.				
3.	Financial Proposal to be submitted together with Prequalification and Technical Proposal: Yes  The name of the assignment is: Engagement of Project Management Consultant for Assam Skill Development Mission.				

4.	A pre-bid meeting will be held: Yes Date of pre-bid meeting: 28/06/2017  Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati –781022 Contact: 0361-2339745 Email: missiondirector.asdm@gmail.com
5.	Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022, Contact: 0361-2339745 will provide the relevant information, guidelines, inputs, project data, reports, etc. to facilitate the preparation of the Proposals:
B. Prepar	ation of Proposals
6.	This RFP has been issued in the English language.
	Proposals shall be submitted in English language.
	All correspondence exchange shall be in English language.
7.	The Proposal shall comprise the following:
	For TECHNICAL PROPOSAL:  (1) Prequalification Proposal Form as per Pre-Qual-1  (2) Compliance sheet to prequalification criteria as per FormPre-Qual-2
	(3) Supporting for prequalification proposals as mentioned in section20a.
	Technical Proposal:
	(4) Power of Attorney to sign the Proposal
	(5) TECH-1
	(6) TECH-2
	(7) TECH-3
	(8) TECH-4
	(9) TECH-5
	AND
	Financial Proposal:
	<ul><li>(1) Financial Proposal FormFIN-1</li><li>(2) Financial Proposal FormFIN-2</li></ul>
8.	Statement of Undertaking is required
	As per RFP.

9.	Participation of Sub-Project Management Consultants, Key Experts and No Key Experts in more than one Proposal is permissible				
	No				
10.	Proposals must remain valid for 120 days from the date of opening of Tender				
11.	The contact information for requesting clarifications is:  Mission Director  Assam Skill Development Mission  Nayantara Building 5 <sup>th</sup> Floor,  Six Mile Guwahati-781022  Email: missiondirector.asdm@gmail.com  Contact: 0361-2339745				
12.	Project Management Consultants (DPMU Consultants – Non key ex	can Sub Contract resources to be deployed in districts xperts)			
		accountability for meeting the technical requirements and solely and completely lie with the main bidder.			
	Project Management Consultant to provide a Self-Certificate from its Head – HR or Authorized Signatory that the resources deployed on the Project will be on the Payroll of the Project Management Consultant at the start of the project. This Certificate needs to be provided annually.				
	DPMU consultants will be selected by a panel of ASDM appointed Technical Committee which will qualify candidates depending on the candidates meeting the minimum RFP requirements and suitability of the job requirement. In case, a resource is found unsuitable on the date of interview, TC shall replace them in 7days.				
	No kind of Consortium / Joint Venture is allowed				
13.	Resources Required for 36 months for SPMU & DPMU				
	TC Tier	Number of Positions			
	CPMU	1			
	SPMU	15			
	DPMU 33				
	This is the optimum number of resources required to execute the project, the Project Management Consultant is free to suggest in their approach & methodology additional resources and their deployment mechanism, if deemed fit.				
14.	Costs & per diem to be provided as actual: No – State will NOT pay any compensation to the Project Management Consultant other than the Fees mentione Financial Bid, other than Travel outside Base station of deployment where TA/D of the state will apply and shall be paid.				

15.	A price adjustment provision applies to remuneration rates: No for the contract period.
16.	The Financial Proposal shall be stated in the following currencies: INR only
C. Submi	ssion, Opening and Evaluation
17.	An offline Submission of Pre-Qualification, Technical and Financial Proposals is offered: No
	Hardcopy of EMD and Tender Fees has to be submitted as per details in Schedule Table, Pg. 8
	An online submission of Pre-Qualification, Technical and Financial Proposals is offered: Yes
	Please follow instructions as follows:
	The Bidders shall submit the Pre-Qualification, Technical and Financial Bids online on the website:: <a href="www.assamtenders.gov.in">www.assamtenders.gov.in</a> with a valid Digital Signature of any Authorized Bidder of the Firm not later than 3:00 PM on Bid Due Date.
	• The Bid document shall also have the Bidder's stamp on each page along with signature of the authorized representative of the bidder.
	<ul> <li>If any bidder fails to submit its proposal online, the concerned bidder stands disqualified.</li> <li>If there is any difference in documents (Pre-Qualification, Technical, Tender Fees and EMD) uploaded online and submitted in hardcopy, online would be considered as final for evaluation.</li> </ul>
18.	The Technical bid opening shall take place at:  Assam Skill Development Mission  Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022  Email: missiondirector.asdm@gmail.com Contact: 0361-2339745  Date: 12.07.2017  Time: 4.00 PM  Opening of Bids
	All the bids received till the due date and time shall be opened by ASDM in the presence of bidders, as per the schedule (subject to change and early notification to bidders) indicated in the Schedule for Invitation of RFP.
19.	Criteria, sub-criteria, and point system for the evaluation of the Pre- Qualification and Full Technical Proposals:

a. Pre-Qualification		
Sr. No.	Eligibility Criteria	Documentary Evidence
1	The bidder should be a single Business Entity. (Any kind of consortium / JV is not allowed) For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31, 2016.	Certificates of Registration/ Incorporation.
2	The bidder should have a minimal annual turnover of INR 50Crores from Indian operations in business consulting services in each of the previous three financial years (FY 2014-15, 2015-16 and 2016-17)	Certificate from Statutory Auditors providing the turnover from business consulting / advisory services in India for the last 3years
3	The bidder should have positive net worth and should have made net profit from Indian operations in each of the previous three financial years (FY 2014-15, 2015-16 and 2016-17)	Certificate from Statutory Auditors for the last 3 years
4	The bidder should have a minimum annual turnover of INR 20 Cores from Government consulting services in India in each of the last 3 financial years (FY 2014-15, 2015-16 and 2016-17)	Certificate from statutory auditor
5	Bidding firm should have more than 500 People in the Consulting/ Advisory division payroll	Self-certification from the HR Head or Authorized Signatory in the prescribed format
6	Experience of at least Four completed/ongoing Government Projects in Project Management with (Central/ State Government Department /Agency or Donor funded project in India) with value > INR 10Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 3 years	For Ongoing project – Copy of Signed Contract  For Completed project - Copy of Signed Contract

		Authorized signatory stating that project is completed to be submitted
7	The Bidder should have completed at least 1 Skill Development Project during the last 2 years, value >= INR 1.5 Cr, with any Central Govt./ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self- certification by Authorized signatory stating that project is completed to be submitted
8	The bidder should have completed 1 project each with at least Two Sector Skill Council in last 3 years	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self- certification by Authorized signatory stating that project is completed to be submitted
9	The Bidder should not have been blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date.	Self-certification from the Authorized Signatory
10	The Bidder should have experience of designing Mobilization & Communication strategy or carrying out IEC Consultancy which have resulted in Candidates / Skill Seekers registered in a single skill development project in India	Self-certification from the Authorized Signatory

## Note:

- It is must for Bidder to qualify the each and every pre-qualification criterion mentioned in this section. The technical and financial proposal of disqualified bidder at prequalification stage will be retuned unopened.
- The summary of the PQ may be provided as per the format placed atPre-Qual-2.

b. Technical Evaluation Criterion		
Sr. No. Criteria		Maximum Marks
1	Relevant Experience of the Bidder (Bidders can provide credentials cited must include a brief write-up on the services provided for either Ongoing / Completed projects  For Ongoing Project - Copy of Signed Contract to be submitted	35
	For Completed Project - Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self-certification by Authorized signatory stating that project is completed to be submitted)	
1.1	Experience of working with Skill Development Missions/ Employment Mission in India:  • 1 project - 1 marks  • 2 projects - 2 marks  • >2 projects - 4 marks	4
1.2	Experience of skill development Projects (size > INR 1 Crore inclusive of taxes) with any governments / agencies / donors in India other than State Skill Missions:  1 project - 1mark 2 projects - 2mark >2 projects - 4marks	4
1.3	Experience of working on skill development projects (size > INR 1 crore inclusive of taxes) awarded by India's leading private sector companies across the value chain:  1 project - 1marks 2 projects - 2marks >2 projects - 5marks	5

	1.5	Experience of working on a central/ state level MIS/ Dashboard/ Database capturing skill development data in India  1 project - 2marks >1 project - 4marks	4
	1.6	Experience of having worked/ working on projects with Government of Assam funded by Centre / State departments / Donor agencies  • <3 Projects-0 marks • 3 to 6 projects – 4marks • > 6 projects – 7marks	7
	1.7	Experience of working with sector skill councils (SSCs)  • 0-4 SSCs - 2marks  • 5-8 SSCs - 4marks  • >8 SSCs - 6marks	6
	1.8	Experience of designing Mobilisation & Communication strategy or carrying out IEC Consultancy which have resulted in Candidates / Skill Seekers registered in a single skill development project in India:  • More than 6 Lakhs registered: 5 marks • Between 2 to 6 Lakhs: 3 marks • Less than 2 Lakhs: 0 marks	5
	2	Skill-sets of key professionals	40
Key Expert	2 CPMU	CPMU Manager (1)  1. Over 7 years of experience with minimum of 5 years' experience in working with central/ state government/international funding agencies	3

		<ol> <li>Experience in co-ordinating with the private sector employers for market assessment of manpower</li> <li>Experience in formulating Qualification Packs/ National Occupation Standards in co-ordination with NSDC, State Sector Council and the relevant industry</li> <li>Post-Graduation</li> <li>Total years of experience –10</li> </ol>	
Key Expert	2.1 SPMU	<ul> <li>Project Director (1)</li> <li>Over 5 years of experience of managing skill based training programmes in large / mid-size organizations,</li> <li>Experience of collaboration with at</li> </ul>	7
		least 10 corporate organizations for recruitment of educated/trained students,  Experience of setting up of skill development centers  Experience of at least 1 developing countries in skill development/ training other than India,  MBA/PGDM  Total years of experience –10	
Key Expert	2.2 SPMU	<ul> <li>Manager (Placement) (2)</li> <li>Expertise on working with large/ mid-size organizations dealing with placement of students/ trained youth</li> <li>Should have successfully placed trained/skilled students &gt; 2000 complete tenure</li> <li>MBA/PGDM</li> <li>Total years of experience -8</li> </ul>	5
Key Expert	2.3 SPMU	<ul> <li>Manager (Skill Gap and Training Needs Analysis) (2)</li> <li>Experience of conducting skill gap analysis with wider stakeholder consultations and ecosystem</li> <li>Experience of carrying out at least 2 Training needs Analyses</li> <li>Experience of at least 2 projects of Skill gap analysis,</li> <li>MBA/PGDM</li> <li>Total years of experience -10</li> </ul>	4

	2.4.1	Social Mobilization - Media manager (1)	3
Key Expert	SPMU	<ul> <li>Experience of media planning &amp; interaction with various media agencies and engaged in a larger media ecosystem</li> <li>Experience in media planning, buying for sectoral promotion</li> <li>Experience of minimum 1 media project in Social sector campaign</li> <li>MBA/PGDM</li> <li>Total years of experience -7</li> </ul>	
	2.4.2	Social Mobilization - Communication Manager (1)	4
		<ul> <li>Experience of media planning and branding for large campaigns</li> <li>Experience of designing effective IEC tools for sectoral promotion</li> <li>Experience of minimum 1 media communication project in Social sector</li> <li>MBA/PGDM</li> <li>Total years of experience -5</li> </ul>	
Key Expert	2.4.3	Social Mobilization Expert (1)	3
		<ul> <li>Experience in areas of Social development / Skill development / Education / Rural development / Livelihood</li> <li>Experience in programs based on Community based approaches, IEC campaigns</li> <li>Experience working with NGOs / Civil societies</li> <li>Experience of having led social mobilization for atleast 50,000 people in minimum 2 states in India in last 3years</li> <li>MBA/PGDM</li> <li>Total years of experience –5</li> </ul>	
Key Expert	2.5	Manager (IT/MIS/ Web Management)	3
	SPMU	<ul> <li>Experience of working system design, development and implementation of ICT portal</li> <li>At least 4 years' experience of working on architecture on full life</li> </ul>	

		cycle management of enterprise scale software systems on Enterprise Architecting, architecting egovernance projects and Solution Architecting.  Experience of creating enterprise solution for at least 3projects.  Experience of managing a team on System design, development and implementation, O&M, troubleshooting and technical helpdesk.  PGDM/MBA  Total years of experience –8	
Key Expert	2.6 SPMU	<ul> <li>Manager (Finance and Administration) <ol> <li>Experience in the area of gap funding, financial controls, and working with Govt. accounting standards,</li> <li>Experience in development sector</li> <li>Minimum 5 years' experience in procurement and contract administration</li> <li>Experience of managing engagements involving pre-grant and grant expenditure evaluations, and program management in India.</li> <li>CA / ICWA / MBA Finance</li> <li>Total years of experience –8</li> </ol> </li></ul>	3
Key Expert	2.7 SPMU	<ul> <li>Manager - Sector Skill (4)</li> <li>Experience of working in at least 4 large projects in 2 diverse sectors</li> <li>At least 3 years in providing Skill based training or managing skill based training programme in atleast 2 sector</li> <li>Post-Graduation in either of relevant sector</li> <li>Total years of experience –5</li> </ul>	3
Key Expert	2.8 SPMU	Call Centre Manager – Operations, Technology & Content (1)  • Minimum experience of 3 years of service delivery and managing operations of call centres  • Experience to designing IVRs and advance call centre technologies	2

	•	Experience of working on call centre with social impact	
	•	MBA/PGDM	
	•	Total years of experience –7	

Note: DPMU resources should meet the below minimum requirements at the time of deployment which will be informed by ASDM. Their selection process will be defined by ASDM to the selected TC.

At this stage, they are not part of the Technical Evaluation criteria.

Non-Key experts	2.9 DPMU	<ol> <li>District Consultants – Social Mobilization(5)</li> <li>Minimum 5 years' experience relevant fields like counseling/ social mobilization programs,</li> <li>Fluency in spoken and written Hindi with familiarity in English and in ICT usage skills,</li> <li>Should have demonstrable experience in interfacing with multiple media agencies and should have coordinations kills,</li> <li>Experience of help desk management in BPO/ service sector</li> <li>MBA/PGDM</li> <li>Total years of experience –7</li> </ol>	No Marks
Non-Key experts	2.10 DPMU	District Consultants - Training (24)  1. Minimum 3 years' experience in delivery of training programs through Training Services Providers (TSPs);  2. Experience in Monitoring, quality assurance and evaluation of training delivery. Preference will be given to those with experience in institutions like ITIs/TSPs/Polytechnics.  3. MBA/PGDM  4. Total years of experience –5	No Marks
	3	Approach & Methodology	25

		<ul> <li>Understanding of the Project</li> <li>Design Skill delivery at State level</li> </ul>	2
		<ul> <li>Scheme Integration and Departmental convergence</li> <li>Delivery and execution at District</li> </ul>	2 2
		<ul> <li>level</li> <li>ICT strategy and execution</li> <li>Framework &amp; Execution plan for Placement , Entrepreneurship,</li> </ul>	2
		<ul> <li>creation of sustainable SHGs</li> <li>Institutional Strengthening, Capacity building of and related</li> </ul>	3
		Departments • Technical Presentation along with Proposed Work Plan	2
		<ul> <li>Interviews* of Key Experts (1 each from below mentioned SPMU resources)</li> </ul>	2
		[Project Director, Manager Skill Gap & TNA, Manager (IT), Communications Manager, Placement Manager and Manager Sector Skills]	4 6
	TOTAL	,	100
	*Based upon required by	on the interviews of the above Key Experts or ASDM, marks provided against the CVs sub	any additional Key expert mitted could be readjusted.
21.	payable	quoted will be exclusive of Taxes & Dutice by ASDM at applicable rates along with ement Consultant.	

22.	<ul> <li>ASDM shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. However, ASDM may seek clarification on the information submitted by the bidder, if required.</li> <li>Each prequalification proposal will be evaluated against the mandatory prequalification conditions mentioned in Data sheet. A Proposal shall be rejected at this stage if it does not meet each and every prequalification criterion mentioned in the Data Sheet.</li> <li>Bidders will be invited to do a Technical Presentation as part of the assessment covering the Approach &amp;Methodology.</li> <li>Date for the Technical Presentation will be communicated to the short-listed bidders</li> <li>Only the Financial proposals of all the technically qualified proposals shall be opened and the bidder will be selected on the basis of Combined Quality cum Cost Based System(OCBS)</li> </ul>
23.	Letter of Invitation shall be issued to the successful bidder and shall be invited for signing the contract.
24.	The publication will be done within 15 days after the contract signing.

#### Section 3. Prequalification Proposal – Standard Forms

{All supporting required as per clause 20a of Data sheet along with following prequalification proposal submission form on the letter head of the Project Management Consultant.}

Form Prequal-1

#### PREQUALIFICATION PROPOSAL SUBMISSION FORM

(On the letter head)

{Location, Date}

To:

#### **Mission Director**

Assam Skill Development Mission

Nayantara Building 5<sup>th</sup> Floor, Six Mile Guwahati – 781022

Email: missiondirector.asdm@gmail.com

Contact: 0361-2339745

Dear Sir,

We, the undersigned, offer to provide the consulting services for Project Management Consultant (Project Management Consultant) to Assam Skill Development Mission in accordance with your Request for Proposals dated 16/06/2017 we are hereby submitting our Proposal, which includes this Prequalification Proposal, Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by ASDM.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet clause10.
- (c) We have no conflict of interest as stated in the RFP.
- (d) We meet the eligibility requirements as stated in RFP
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- (f) Except as stated in the IPMC &Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that ASDM is not bound to accept any Proposal that receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:	
Name of Project Management Consultant:	
In the capacity of:	
Address:	=
Contact information (phone and e-mail):	_

# 1. Form Pre-Qual-2 COMPLIANCE SHEETFORMAT

# (ALL SUPPORTING REQUIRED AS PER CLAUSE 20 a OF DATA SHEET)

Sl No	Eligibility Criteria	Documentary Evidence	Compliance (Yes/No)	Evidence attached at Page No.
1.	For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31, 2016. The Consortium formed by the group of companies/partnership firms by MoU to undertake the project, shall indicate the lead partner. The number of firms consortium should not be more then 03 (three) numbers.	Certificates of Registration/ Incorporation. In case of consortium MoU to be attached		
2.	The bidder should have a minimal annual turnover of INR 50Crores from Indian operations in business consulting services in each of the previous three financial years (FY 2014-15, 2015-16 and 2016-17)	Certificate from Statutory Auditors providing the turnover from business consulting / advisory services in India for the last 3		
3.	The bidder should have positive net worth and should have made net profit from Indian operations in each of the previous three financial years (FY 2014-15, 2015-16 and 2016-17)	Certificate from Statutory Auditors for the last 3 years		
4.	The bidder should have a minimum annual turnover of INR 10 Crores from	Certificate from statutory auditor		

	Government consulting services in India in each of the last 3 financial years (FY 2014-15, 2015-16 and 2016-17)		
5.	Bidding firm should have more than 500 People in the Consulting/ Advisory division payroll	Self-certification from the HR Head or Authorize d Signatory in	
6.	Experience of at least Four completed/ ongoing Government Projects in Project Management with (Central/State Government Department /Agency or Donor funded project in India) with value > INR 5 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years	<ul> <li>Copy of Signed</li> </ul>	
7.	The Bidder should have completed atleast 1 Skill Development Project during the last 2 years, value >= INR 1.5 Cr, with any Central Govt./ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India	Contract with Completion certificate issued by the client OR CA certificate stating full fees has been	
8.	The bidder should have completed 1 project each with at least Two Sector Skill Council in last 3 years	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating	

		full fees has been received OR Self-certification by Authorized signatory stating that project is completed to be submitted	
9	The Bidder should not have been blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date.		
10.	The Bidder should have experience of designing Mobilization & Communication strategy or carrying out IEC Consultancy which have resulted in Candidates / Skill Seekers registered in a single skill development project in India	Self-certification from the Authorized Signatory	

**Section 4. Technical Proposal – Standard Forms** 

# 1. Checklist of Required Forms

Required	Form	Description					
fo							
V	TECH-1	Project Management Consultant's Organization and					
V	TECH-1A	A. Project Management Consultant's Organization					
$\sqrt{}$	TECH-1B	B. Project Management Consultant's Experience					
V	TECH-2	Comments or Suggestions on the Terms of Reference					
V	TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment					
V	TECH-4	Work Schedule and Planning for Deliverables					
√	TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)					

#### Form TECH-1

#### PROJECT MANAGEMENT CONSULTANT'S ORGANIZATION AND EXPERIENCE

A brief description of the Project Management Consultant's organization and an outline of the recent experience of the Project Management Consultant that is most relevant to the assignment. The outline should indicate the names of the Project Management Consultant's Key Resources who participated, the duration of the assignment, the contract amount, and the Project Management Consultant's role/involvement.

#### A - Project Management Consultant's Organization (to be limited to 2 pages)

- 1. Provide here a brief description of the background and organization of your company/partnership firm.
- 2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B - Project Management Consultant's Experience

1. List only previous similar assignments successfully completed/ on-going in the last 5 years as specified in the Data Sheet clause 20b under Technical Evaluation criterion

(Please note that bids not responding to the above critical areas may be considered non responsive):

- 2. List only those assignments which are similar to the current assignment
- 3. The Project Management Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
- 4. Format for Experience is as follows:-

Duration	Assignment name/& brief description of main deliverables/outputs		Contract value (in Rs	the
e.g., Jan.2009- Apr.2010}	O1:4C "	{e.g., Ministry of, country}	{e.g., Rs 1 crore}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009- Apr.2010}	{e.g., "Improvement quality of": designed master plan for rationalization of; }	of,	{e.g., Rs 1 crore}	{e.g., Lead partner in a JV A&B&C}

(Each credential cited must include a brief write-up on the services provided along with the Purchase Order or signed contract or completion certificate)

#### Form TECH-2

#### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-2: comments and suggestions on the Terms of Reference and any other provisions should be as per RFP guidelines only.

#### Form TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE AND UNDER HEADERS AS SPECIFIED IN THE DATA SHEET POINT 3.

#### Form TECH-4

#### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No.	Deliverables	Mon	Months									
		1	2	3	4	5	6	7	8	9	 n	TOTAL
A-1	{e.g., Deliverable #1: Report A											
B-1	{e.g., Deliverable #2 :}											
C-1	{e.g., Deliverable #3 :}											
D-1	{e.g., Deliverable #4 :}											

- 1. List the deliverables with the breakdown for activities required to complete them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2. Duration of activities shall be indicated in a form of a bar chart.
- 3. Include a legend, if necessary, to help read the chart.

#### Form TECH-5

{A brief description of the team composition, roles and responsibilities, assignments and key Expert's inputs in terms of time needs to be highlighted}

#### CURRICULUM VITAE

Position Title and No.	{e.g., 2.3. Project Director}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Technical Consultant to For references: Tel/e-mail; Mr]		

Language Skills (indicate only languages in which you can work):

#### Adequacy for the Assignment:

Detailed Tasks Assigned on Project Management Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Note: Those CVs that do not provide the following critical information may be considered non relevant.

{For ,,a" to ,,c" Staff positions (as applicable):

- a. Experience in handling large value programmes
- b. Understanding of livelihood programmes, communication, social mobilization, project management etc.
- c. Managing programmes with large multi-disciplinary teams. {For positions ,,d" to ,,j"}
- 1. Working with state/central government programmes or high budget programs/ donor funded programs
- 2. Implementing Skill development/ livelihoods/education etc
- 3. Excellent exposure and experience of working for rural/ urban poor communities.

**Expert's contact information**: (e-mail.....,phone.......) Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by ASDM.

#### {Day/month/year}

Name of Expert:	Signature:
Date:	{day/month/year}
Name of authorized:	Signature:
Date	{day/month/year}
Representative of the Project Management Consultant (same who signs the Proposal)	

#### Section 5. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

#### FIN-1 Financial Proposal Submission Form

TO:	
Mission Director	
Assam Skill Development Mission	
Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022	
Email: missiondirector.@gmail.com	
Contact: 0361-2339745	
Dear Sir,	
Subject: Selection of Project Management Consultant for Assam Skill Developm (ASDM)	nent Mission
1. We, the undersigned, offer to provide the consulting services for the above	project in
accordance with your offer letter no dated.	Our
Financial Proposal is for the sum of Rs	
Crores).(Amount in words and figure) exclusive of taxes.	
· · · · · · · · · · · · · · · · · · ·	

2. The Breakup of Financial Proposal for period of 36 months for SPMU and DPMU is given as

Fee Component	Minimum& Mandatory resources required for Project	Total amount for 36 months in INR (Figures)	INR (Words)
СРМИ	1		
SPMU	15		
DPMU	33		
ICT for Skill Development (Lump-sum)			
Grand Total			
Office set-up in Guwahati and Expenses (Lump-sum) (Budgetary only and NOT for Financial Evaluation)			

- 3. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e.....(Date).
- 4. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption in force in India

- namely "Prevention of Corruption Act 1988".
- 1. The price is all inclusive of Travel (local & domestic), boarding & lodging, Insurance, ICT Infrastructure, per-diem, office rentals, communication expenses and any other out of pocket expense that we have to incur as part of the project.
- 2. ASDM will pay to the Project Management Consultant TA/DA as per the states policy only for such travel that are approved by ASDM for all travel requirements outside the base station of posting/deployments.
- 3. The quote for office setup in Guwahati should be for the fully furnished office accommodation that can have around 30 people with workspace and other office infrastructure within 5 kms from ASDM, THE INDICATIVE PRICE ABOVE IS FOR BUDGETARY PURPOSES AND WILL NOT BE COMPUTED FOR FINANCIAL EVALUATION.

We understand that you are not bound to accept any Proposal you receive and may reject any or all proposal without assigning any reason for the same.

Yours sincerely,

Authorized Signatory: Name and Title of Signatory: Name of Firm:

Location: Date:

#### FIN-2 Financial Proposal Submission Form

Please fill the man-month rate inclusive of all travel, boarding, loading and any other allowance. ASDM may use this rate-card for chargeable change request or for any other consulting/advisory work that can be delivered by the Project Management Consultant. This rate-card will be valid for full term of the contract (36 months)

Expert	Per-Man Month (INR)
CPMU Manager	
SPMU Project Director	
Manager – Placement	
Manager - Skill Gap & TNA	
Manager - M&E, Grievance redressal	
Manager - IT/MIS/ Web Management	
Manager - Finance & Administration	
Manager - Call Centre Management (Technical/operations)	
Manager - Social Mobilization (Media manager, Communication manager, social mobilization manager)	
Manager - Sector Skill	
District Consultant – Social Mobilization	
District Consultant – Training	

#### Section 6. Terms of Reference (TOR) (Tentative)

#### > Background

Skill development is imperative to the development of the state of Assam. In view of the national priorities, the state envisages skill development of 10 lakh youth in the next 5 years.

The target of 10 lakh has been allocated among the 19 departments:

- 1. Agriculture
- 2. Animal Husbandry & Veterinary
- 3. Education
- 4. Fishery
- 5. Health & Family Welfare
- 6. Horticulture Department
- 7. Industries & Commerce
- 8. Labour Welfare
- 9. Minority Welfare Department
- 10. Panchayat & Rural Dev
- 11. Power
- 12. Public Enterprises
- 13. Public Health Engineering
- 14. Public Works
- 15. Transport
- 16. Tea Tribes
- 17. Tourism Department
- 18. Urban Development Department
- 19. Welfare of Plain Tribes & Backward Classes Department
- > Assam Skill Development Mission(ASDM)

Towards meeting the above objectives, the Assam Skill Development Mission has been constituted under the chairmanship of the Honorable CM with the vision to i) increase employment opportunities for youth, ii) reducing outward migration of young talent, iii) increase per capita income matching the national level empowering the youth through skill development. ASDM was incorporated in the year 2015 and is under Department of Skill, Employment and Entrepreneurship, Goyt, of Assam.

#### **Key Functions of ASDM:**

- I. Setting up of Annual as well as long-term skilling, targets for the State.
- II. Identifying priority sectors for skilling based on forecasting of future Industrial growth and demand.
- III. Integrating the Skill Development effort in the State with the National Skills Qualification Framework.
- IV. Vetting of all skill training programmes of Govt. Departments as to its efficacy, usefulness, employability, economic viability etc.
- V. Assessment, certification, development of course curriculum of accredited skill training providers of the State.
- VI. Formulation of integrated Skill Development policy for the State on short terms and long term skill plans of the State.

Year	Target
2017-18	2,00,000
2018-19	2,00,000
2019-20	2,00,000
2020-21	2,00,000
2021-22	2,00,000
Total	10,00,000

- VII. Registration and accreditation of all skill training providers in the State.
- VIII. Facilitating the creation of additional training capacity in the State.
- IX. Setting up monitoring and tracking systems to assess the success of existing skill development programmes in the State. A common data-base of all candidates, employers, potential trainees and details of inspection reports and other training institutions shall he set up by the mission through a comprehensive IT portal.
- X. To coordinate activities with other National & Regional Mission for over all holistic development.
- XI. To accept grants of money, securities of property and to undertake and accept management of any endowment consistent with the objectives of the Assam Skill Development Mission.
- XII. To provide guidance and support for efficient planning and implementation, monitoring, evaluation of professional, technical, vocational education and skill development and up gradation in the State of Assam
- XIII. To prepare annual reports, monthly, quarterly and annual account of the Assam Skill Development Mission.
- XIV. To purchase, hire, take on lease, exchange or otherwise acquire property, both movable and immovable, in pursuance of the objectives of the ASDM.
- XV. To develop a state of the art planning, monitoring and evaluation system based on the latest innovations and technology.
- XVI. To promote and facilitate public-private partnerships in the accomplishment of its objects.
- XVII. To promote and undertake analytical work to continuously improve the planning, implementation, monitoring and evaluation of professional, technical, vocational education and skill development in the State of Assam.
- XVIII. To create duly empowered administrative mechanisms, through such participation as may be deemed necessary, for the achievement of the objects of the ASDM.
- XIX. To establish for the implementation of the schemes/programmes, task forces and other appropriate mechanisms at the State, Divisional, District, Block, Panchayat and village levels, as the case may be, and to delegate necessary powers to enable them to discharge their responsibilities.
- XX. To secure active involvement and participation of academic and research institutions, training institutes and other institutes working for the professional, technical, vocational education and skill development and to provide technical assistance to them for performing tasks entrusted by it for the achievement of the objects the Mission.
- XXI. To secure constructive and participatory involvement of different stakeholders for the achievement of the Missions objects and for this purpose to establish, formal as well as informal structures.
- XXII. To obtain technical resources support by networking with the existing national and State level academic, training and research institutions, or through establishment of new ones.
- XXIII. To advise the State Government in formulation, execution, monitoring and evaluation of suitable measures for professional, technical, vocational education and skill development.
- XXIV. To organize conferences, symposia, workshops etc. for accomplishment of its objects.
- XXV. To create and hire academic, technical, administrative, managerial and other posts in the Mission and to make payments for the same in accordance with the State Government's Rules and Regulations.
- XXVI. To make Rules and Regulations for conduct of the affairs of the ASDM and add or amend, vary or rescind them from time to time.
- XXVII. To incur expenditure after drawing up a budget and in accordance with the Financial Rules of the Mission with due regard for economy and probity.
- XXVIII. To maintain proper accounts of income and expenditure, arrange for internal and statutory audit of the accounts in time and prepare annual reports and accounts of the Mission.

XXIX. To take all such other actions as may deem necessary or incidental or ancillary or conducive to the achievement of the objects of the Mission.

The skill program of the state is visionary for its perceived advantages and the challenges of this program are its size, uniqueness, reach and complexity. Projects of this scale & nature require both policy level intervention and detailed execution.

ASDM contribution towards achieving the state skill target is envisioned as shown in the accompanying table. However, the final targets shall be discussed with the Project Management Consultant at the time of the Inception Report to be prepared by the Project Management Consultant

Year	Target
2017-18	200,000
2018-19	200,000
2019-20	200,000
Total	6,00,000

#### > Challenges for Skill Development in Assam

- Coordination in Skilling Programmes in the state: There are 21 state departments which are engaged in skill delivery under various central and state schemes. However, there needs to be a more collaborative approach so as to avoid duplication of efforts and share knowledge and learning from experiences. There is an urgent requirement to bring delivering of skill programs and the skilling within a single umbrella to enable convergence.
- <u>Infrastructure for skill Development:</u> The existing infrastructure capability of the state can cater a small fraction of the skill training targets set for the state. Hence infrastructure needs to be created with the active participation of private players. The solution required should be such that it not only meets the scale, but also has speed, and standards of skilling & training not only for Indian markets, but also global workforce. ICT led innovative models are required to be explored.
- <u>Facilitation and Focus of Skill Training:</u> The presence of number of Training Partners in the state is not adequate and inclusion of new training partners should be considered on high priority. Capable training partners both from the national level and the state level should be facilitated for the skill training delivery.
- <u>Introduction of Skilling/ Vocational Training in the education system:</u> The state of Assam has experienced a high dropout rate in its education system, secondary level upward. Considering this, it might be beneficial to introduce vocational trainings at school level. This can be expected to have twin effects, the first, enabling those dropping out, having some level of skill leading to employment and the second motivating possible drop outs to continue education.
- <u>Labour Market Information System (LMIS)</u> for the <u>State:</u> The use of technology, especially information technology should be in place for an efficient skill delivery system. The development of State Labour MIS would be a good initiative in this direction. It needs to cater to all the stakeholders i.e. trainees, training partners, employers and the state departments. It was suggested that since a National LMIS is also being developed, there should be a strong integration between the National and State level LMIS.

- <u>Inclusion of Private Sector Enterprises and PSUs:</u> As they would be the prime beneficiaries of an improved skilled labour force the private sector and the PSUs should be collaborated for developing the eco system of the skill sector and take lead in defining skill requirements.
- IT scenario in the state: Considering the low development of IT/ ITES and other Service sector industries, but an emerging talent pool and quality institutions, it is suggested that the state departments should work towards promoting the sector in the state.
- <u>Inclusion of Tribal Population & Women of the Society:</u> On an observation that skill delivery is currently restricted to the urban areas of the state, it is recommended that expansion of such trainings into the rural areas be pursued with vigour. The skill delivery system should be able to benefit the poor of the state, the tribal population and the women with enhancement of basic skills in their occupation.
- Innovation: Innovative sector achievement to be mentioned
- <u>Lack of industrial base:</u> The state of Assam lacks a strong industrial base for students leading to fewer placement opportunities.

#### > Focus Themes of Program Implementation

The following is the broad scope of work to be implemented as part of the program:

- Market & Sector Assessment: Examine the existing skill gap study and carry out a demand assessment. The skill gap report will be used for mid-term review of the skilling targets and the final approved skilling number from this phase will be used for the execution at the Department Level/ District level.
- Training & Course Curriculum: Course curriculum should include-
  - (i) MES from Department of Training (ii) National Occupational Standards & Qualification Packs by Sector Skill Councils, Scheme oriented, (iv) Specific to state of Assam.

Skill training should be provided in any of the identified 'high impact' sectors for Assam. The Project Management Consultant shall ensure that these course curriculums are Job or employment oriented. The Consultant shall carry out a survey of the entire course curriculum presently being followed for training by various departments and suggest changes in light of the course curriculum prescribed the above mentioned technical agencies. Till such time NOSs are adopted, the curriculum shall be governed by ASDM notified course outlines. In addition, courses and modules with local relevance would be selected such that there are avenues for self-employment or wage employment in local / national & international industries/establishments. Special focus would be given for training of women and tribal communities in the districts of Assam.

<u>Creating demand for skill programs:</u> This is the crux of the whole program, Project
Management Consultant would be required to put in place a highly efficient team in SPMU
to ensure the department carries out an awareness program so that the youth is motivated and
mobilized to register for the training. This also would require a close hand-shake with the
Call-Centre Operations and Social Mobilization PMU.

- <u>Focus on Self Help Groups:</u> Assam has over 12,20,000 SHGs across various districts. The Project Management Consultant would design and conduct training of these SHGs to help develop skills on livelihood generation.
- <u>Identification of Training Partners:</u> The training capacity of the state in various skills is limited. Identification of training partners to carry out the training of the youths in various trades would have to be done as part of this RFP. While identifying the training partners the quality of infrastructure, faculty will be a very important component for evaluation of the training partners. The Project Management Consultant will draft the RFP for selection of training partners across all trades and assist ASDM to empanel the training partners.
- <u>Placement & Post Placement Support:</u> The Project Management Consultant would be required to work with Industry & Government to generate sufficient opportunities for placement of the skilled youth in local, national & international markets. This would also cover youth who are getting skilled for enhanced productivity in their existing business or agriculture work. To ensure sustained benefits from training, the selected bidders are required to track and report successful candidates for a period of 12 months.
- Assessment & Certification: An independent assessment of trainees by a third party agency authorized by the relevant Sector Skill Council is mandatory for all skill trainings provided under the scheme. After assessment, each successful candidate must be awarded a certificate issued by a Certifying agency approved by the relevant Sector Skill Council to ensure accessibility in the industry. Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments, and tests should be part of the course curriculum.
- <u>Development of an MIS System:</u> The Project Management Consultant shall design a MIS for implementation of all the deliverables in the skill development program. The National Portals shall be used for monitoring the Skill Development Programmes. In case separate software is required the same shall be implemented separately.

#### > Project Management Consultant Structure

Assam Skill Development Mission has put in a strategic plan for execution of the skill development programme in the state which will include participation of the state executives at the highest level, departmental secretaries, academia of the state, chambers of commerce, potential employers, and certifying and assessment agencies. The PMU will consist of the following (a) Skill Delivery PMU (b) Social Mobilization PMU (c) Call Centre & grievance redressal PMU. All the PMUs will be seamlessly integrated to achieve the desired skill development output for the state. There will also be a dedicated team of officers of the state working as nodal officers from different departments, districts and ASDM to monitor the workings of the Project Management Consultant.

For the purpose of this RFP, the selected agency will provide manpower for the following roles:

#### a. Central Program Management Unit(CPMU)

- Coordinate discussions with National Skill Development Corporation and various National level skill development agencies involved in development of curriculum and occupational standards.
- ASDM in addition to the PMU, can invite Central Government skill development nodal agencies like NSDA, NSDC, NIELET, NIESBUD to provide technical help to the State Skill Development Mission for which the ASDM shall sign separate MOUs to this effect. The CPMU shall co-ordinate with all such agencies for implementation of the MOU.
- Coordinate with MSDE and NSDC for the implementation of Pradhan Mantri Kaushal Vikas Yojana (PMKVY) in the State of Assam
- Co-ordinate with leading Private and Public Sector Companies and Organizations for the placement of trained personnel.
- Ensure that the best practices of other States are adapted in the State Skill Development Mission.
- Hold facilitative discussions with national and international level training providers and employers for the Assam skill programme.
- Have continuous dialogue with various accreditation bodies/ chambers of commerce/employers etc.

#### b. State Program Management Unit (SPMU)

#### Program Planning

- Finalizing the targets of various departments for achievement in the operations phase
- The State Programme Unit will interact with all the concerned departments of the State Government and identify the training programmes to be carried out to achieve the Target of Skilling 6 lakh persons in Three years. This shall involve identifying the training programmes being carried out in the various departments and the various guidelines related to the training programmes.
- Creating a cadre of qualified assessors from the above or other wise
- Training partner empanelment to support the skill development mission as per NSDC, SSC, State requirements
- Monitoring of training being conducted by the respective empanelled training partners at the district level
- Assignment of four Sector Skills resources to manage the training & skilling requirements of departments that require facilitation from ASDM.
- Assisting the concerned departments and the mission in finalization of courses, their syllabi & normative training fees, and alignment of courses and curriculum with National Skills Qualification Frame work and QP-NOS by Sector Skill Councils.
- Support to willing departments by way of Evaluation, Standardization and certification of ongoing courses in various depts.
- Assisting the Mission in empanelment of certification agencies as per the approved RFP to be engaged by the various departments for their training programmes.
- Developing templates for District, Department wise and State Skill Development plans and training of district teams in preparing their plans.
- Regularly following up with the various districts/departments to ensure that the Skill Development Plans are followed and the targets for training are met.
- Developing monitoring system for the mission activities at various department and district levels.
- Capacity building of the various Departments, SPMU, DPMU and other staff by organizing training programmes, workshops and conferences.

- Assisting the mission in engaging short term specialists/ Project Management Consultants for under taking special research studies/ surveys/ market research/ creative design related work.
- Establishing an analytics and knowledge management function to on MIS reports, surveys as conducted by state from time to time and periodic stakeholder discussions.
- Majority of the training programmes are being carried out by the various departments. There are some training programmes which may not be carried out by any department. The SPMU shall plan, support and design training programmes which are not carried by any department. Such trainings would be taken up on a Mission mode by ASDM.
- The SPMU shall also provide all possible assistance to the ASDM and monitor the implementation of the Pradhan Mantri Kaushal VikasYogna.
- Suggest various Financial & PPP models that can be implemented by ASDM to decrease the dependency on the State Exchequer including viability gap funding.
- On-boarding of large employers for absorbing skilled candidates

#### Instituting Systems & Processes

- Developing Process guidelines for implementation of skill development programs as per the broad principles approved by the mission.
- Designing of Recruitment, Selection and Induction system, HR manual, Procurement Manual and other policies and manuals for operationalization of State Skill Development Mission.
- Developing Monitoring & Evaluation framework for monitoring conduct of training programmes as per the broad policy framework outlined by the Governing Council.
- Designing monitoring system for post placement tracking of trainees.

#### c. District Program Management Unit

The activities to be undertaken at the District level are divided encompass into strategic activities like district level planning, local placement facilitation and assistance, reporting and adherence to M&E framework outlined by SPMU, identification of trainers and assessors in addition to operational activities like co-ordinating with the mobilisation agency for mobilization of candidates, inspection of training centres, monitoring of the conduct of training and random audit/validation of placement reports of the training partners.

The role of the team leader at the district level includes:

 Co-ordination between the various field offices of the departments of the State Government which are carrying out the training programmes with the agencies imparting skill training.

- Co-ordination with the various field offices of the departments of the State Government to help them achieve their Skill Targets.
- Provide assistance to the field offices of the various Departments to carry out the Skill Development Programmes.
- Local placement facilitation and assistance
- Build up database of trainers and assessors
- Reporting to SPMU/Departments in specified templates on programme progress and adherence to M&E framework as outlined by SPMU
- Preparing district level plans and sharing the same with district officials SPMU and the concerned departments. Carry out the activities below in the district:
  - ➤ Mobilization and communication related work in the Mouza
  - > Inspection of Training Centres and approval wherever required.
  - Monitoring the conduct of training activities.
  - Random audit of placement reports submitted by the Training Partners.
- DPMU will also be responsible for carrying out awareness building and mobilization activities under PMKVY with the help of local bodies and PRIs. It will also be responsible for organizing Kaushal melas, skill yatras etc and implementation of PMKVY at the grass root level.
- Grievance redressal mechanism will be established by DPMU

#### 1. Social Mobilization PMU

- Developing a complete IEC plan for getting the mobilization of youth to various skilling centres
- Working closely with each training service provider's mobilization team to ensure greater participation of the youth to help ASDM achieve its yearly skilling targets
- Develop a complete media plan & work closely with the identified media agency partner of ASDM
- Leverage state's PR dept. engine for branding the skill mission program

#### 2. Call Centre PMU

- Helping ASDM in setting up a 50 seater Call Centre
- Monitoring and Performance management of call centre activities

ASDM will provide all infrastructure and resources in a timely manner to get the above IEC program & call centre requirements to the selected TC.

#### > ICT Framework

ASDM understands that for delivering a skilling program of this size, scale, magnitude and spread can be done only if a robust ICT platform (a portal) is implemented from the very beginning of the project.

Current Status: As skilling has been an ongoing program in the state, ASDM has taken initiatives with state's nodal agency (NIC) to develop a portal with following features –

1. Candidate Registration with biometric attendance management and training provider with course location

- 2. Trainer and Training Centre Tracking module from registration to batch management, assessment management and placement tracking
- 3. Mobile and Email facility to interact with various stakeholders
- 4. MIS reports and
- 5. Employment / Employer information module
- Learner Tracking System
- Trainer Tracking System
- Learning Management System Online and Offline content availability
- Financial Tracking System Integration with 3<sup>rd</sup>party systems like Banks payment system, Mail gateways, SMS gateways, Financial reconciliation for various payments, penalty and performance tracking as stipulated in the RFP
- Training Centre Tracking System
- External Employer Tracking System / Placements with job search engines, job posting, employer login, integration with leading employment portals, interview scheduling.
- Document & Workflow Management System
- Web Portal for ASDM with SMS alert & payment gate way integration
- MIS Dashboard for generating different reports as put in the RFP
- Integration with employment exchange databases and leading job portals
- Integration with Sector Skill Councils, Assessment and Certification modules
- Stakeholder / Administrator management
- Hosting of the entire will be at the State Data Centre

However, the Project Management Consultant will Deploy/Liase and do a state wide roll-out of a world-class integrated IT system that will provide details and facilities for the above requirements –

The above features are suggestive but by no means no exhaustive. Bidders are free to suggest in its Approach and Methodology what all features the portal shall provide.

#### **Portal Objectives**

The broad objectives for the portal are

- Simple, practical processes and policies: System usage policies shall be designed with primary consideration to efficiency.
- Follows Open standards, inter operable and gets integrated with other standard systems and applications / state / departmental portals.
- Streamline reporting: Provide online interfaces to district level nodal officers and Jt. Directors to submit report, store in structured format, and generate DPMU based & consolidated financial & other performance reports. Avoid movement of spread-sheets and faxed copies of reports e.g. Village progress information
- Avoid duplicate data entry: Capture information at the source, and design systems to capture absolute minimum required fields for data entry, at each stage of the work-flow. Data entry will be taken care by ASDM and any Data Migration is out of scope.
- Dashboards and MIS reports: MIS reports should help a small team of ASDM officers to work
  effectively, provide required summary information. Broader reach: ASDM will oversee
  implementation in 24 districts. A central portal must provide required interfaces to stake
  holders to avoid delays due to manual processes.

- Transparency and timely availability of information: An IT portal should provide required information to stake holders with limited or no manual intervention. Participating agencies should be provided pre-approved reports and access to necessary details directly from the portal.
- Monitoring and Evaluation: Modern technologies that allow video capture of student participation and monitoring of the work should be a key feature of the portal so that there is no proxy / hoax attendance etc. The system should provide business logic and simple analytics capability to monitor and evaluate the performance under various schemes.
- Payments: No Human interface of any sought of payment will be allowed. System should be
  integrated with payment system to initiate fund transfer instructions for approved payments to
  Training Partners, Social Mobilization agencies, Call Center operators and other stake holders,
  while payment reconciliation will be offline. Also, develop Training Center, Service Provider
  & ASDM based financial reports with compliance as required by state & other statutory
  bodies.
- User friendly interface: Considering the level of current familiarity in the state, and other stake holders a user friendly system is required.
- Has a robust work flow and search engines for Content, course, jobs, placements, schemes etc. identification &matching.
- Language: The system should have English language interface. It should allow English data entry in selected forms.
- Scalable and Secure architecture: An IT portal should be secure and should be able to grow with increased demand without re-writing entire application from scratch.
- Training: An emphasis must be on training end users to effectively use IT portal features and provide initial hand-holding.
- MIS Reports: MIS reports for a few critical parameters will be made available through the portal.
- Application maintenance and post-implementation support: A support is required for bug fixes, handle CRs, and active entities (other than candidates) support.
- Handover at the end of maintenance period: Latest source code, manuals, guidelines must be handed over to at the end of maintenance period. This will include softcopy of following set of documents
  - > Source code, latest version
  - > Application installation and configuration
  - > User manual for all active entities

#### Project Management Consultant's responsibilities would include

- Deploying of the IT solution
- Identification of specifications for hardware and system software
- Deployment of the Portal
- Maintenance of IT solution for contract period with L1 and L2 support so that a minimum of 99% availability of the entire system is there.
- Provide entire financial information in compliance to State's statutory requirements.

#### **Key Requirements**

➤ Project Management Consultants are advised to assess the features available on the current work being done by ASDM, Govt. of Assam and submit its technical & financial proposal as a value add to the portal which is under deployment and development as well. Bidders are

- however free to quote more cost effective solutions meeting all technical & functional features as per requirements put above.
- However, during the bidder's design and development phase of the required portal, ASDM will continue using the existing portal till the new portal gets rolled over. However, the timelines as indicated in the RFP will have to be maintained.

#### > Performance Reports

The Project Management Consultant will be required to prepare and submit performance reports for SPMU and DPMU as indicated below

#### **CPMU Reports on the following:**

- (a) Identify all the Ministries that are funding skill development programmes and identify the funds available for skill programmes in Assam. Also identify whether proposal have to be sent from Assam.
- (b) Co-ordination with various agencies on issues related to implementation of the MOU. Co- ordination regarding various activities mentioned in the MOU.
- (c) Report on all companies carrying out recruitment in Public Sector & Private Sector
- (d) Details of all occupational standards/curriculum required as identified by the SPMU obtained.
- (e) Identification of best practices of skill development in other states and knowledge transfer through SPMU
- (f) Identify the various training providers and employers and co-ordinate with them
- (g) Identify private sector participation and mode of funding through PPP
- (h) Follow up on proposals submitted to World Bank/ DFID and other multilateral agencies for funding skill training

#### **SPMU Reports on the following:**

- (a) Identification of targets skill wise, department wise at the beginning of every year to be revised one in six months
- (b) Identification of the various training programmes and resources in respect of the target.
- (c) Procurement of various resources mentioned to achieve the target.
- (d) Assignment of Sector Skill resources to various departments carrying out skill training programs in the State. A resources can be attached to more than one department.
- (e) Status report on finalized courses, syllabi & normative training fees, and alignment of courses and curriculum with National Skills Qualification Frame work. Status of certification and accreditation of the courses
- (f) Status report on support to all line departments by way of evaluation, standardization and certification of on going courses
- (g) Status of empanelment of training providers by the various departments.
- (h) Status of certification of various courses
- (i) Preparation of templates of plans and reports
- (j) Follow-up of the various plans and preparation of report regarding compliance of the plans and deviation from the Plans
- (k) Preparation of formats for monitoring system and collection of reports
- (l) Help departments organizing workshops and training programmes. Status report of such programmes
- (m) Status Report on assisting missions in engaging short term specialist for undertaking research/ studies/surveys

- (n) Report on Establishing an analytics and knowledge management function to glean data- driven insights based on MIS reports
- (o) Status report regarding development of training programme
- (p) Status report on implementation of PMKVY
- (q) Report on alternative financing models

#### **DPMU Reports on the following:**

- (a) Status report on no of training centres operational
- (b) Status report on no. of persons being trained
- (c) Status report on trainings department wise, program wise completed
- (d) Status report on placement department wise, program wise
- (e) Status report on training centre inspections
- (f) Status report on social mobilization
- (g) Status report on kaushal melas.

# Section 7. Suggested Minimum Deliverables and Payment Terms

	Deliverables	T		Days									M	onths	3								Payment Structure
			15	5 30	2	3	4	5	6	7	8	9	10	12	15	18	21	24	27	30	33	36	
1	Signing of Contract																						
	Central and StateProgram Management Unit- (CPMU and SPMU)																						Distribution of 100% of CPMU and SPMU fees
2.1	Team Deployment																						5%
2.2	Skill Ecosystem creation workshop																						-
	Inception Report Skill and Infrastructure Gap Study																						5%
	Drafting, release and selection of EOI/RFP for																						
	TSPs empanelment																						5%
	Beginning of Empanelment of TSPs  Develop operational plan & SOPs for DPMUs			+																			
2.7	Develop operational plan & SOPS for DPMOS																						
2.8	Develop State-wide Social mobilization & Communication strategy																						5%
2.9	Finalization of Courses & Curriculum																						5%
3.0	Monthly Reports - CPMU and SPMU Distribution of 55% of CPMU and SPMU total fees over 10 quarters				_																		55 %
3.1	Knowledge Transfer																						-
	Project Performance Metric for balance 20% of CPMU and SPMU fees to be paid in 10 quarters  Performance Measures - i) TSP Centre setup -25% ii) Student Training -30% iii) Entrepreneurship/Self placement -15% iv) Student Employment -30%																						Quarterly Payment Metric as per Performance (P) Factoring measures. Penalty shall be on the balance 20% of CPMU and SPMU fees (P) 90% - 100%: No penalty (P) 80% - 90%: 20% penalty (P) 70% - 80%: 40% penalty (P) 60% - 70%: 60% penalty (P) < 60% - 100% penalty
4	District Program Management Unit -																						D
4.1	(DPMU) Initiate opening of 50% of state's DPMUs		T	T	T			1	-														i 10%
	Initiate opening of balance 50% of state's		-	-	-																		10%
	DPMUs				1																		
4.3	Monthly Reports - DPMU Distribution of 60% of DPMU total fees over 18 quarters																						60%

4.4	Project Performance Metric for balance 20% of DPMU fees to be paid in 10 quarters  Performance Measures - i) TSP Centre setup -25% ii) Student Training -30% iii) Entrepreneurship/Self placement-15% iv) Student Employment -30%											Quarterly Payment Metric as per Performance (P) factoring measures. Penalty shall be on the balance 20% of DPMU fees  (P) 90% - 100
5	ICT Infrastructure and Portal											D i
5.1	Submitting Strategy document for application hosting											8%
5.2	Soft launch of Skill development portal											8%
5.3	Go-live of Skill development portal											8%
5.4	Support in operationalize of the state skill call centre					·						8%
5.5	Monthly Reports - Portal Distribution of 68% of total fees over 10 quarters											68%

#### Please note:

- 1) Performance Measure-These are the parameters with specific weights assigned, on which the Project Management Consultant will calculate the Quarterly
  - "TSP Centre set up" means successful TSPs empanelled with ASDM with the support of TC
  - "Entrepreneurship/Self placement" means student engaged in designing, launching and running his own business.
  - "Employment" means a candidate obtaining a letter of traineeship/apprenticeship or employment within 180 days of his completing a specific course and thereafter having a 3 month proof of salary or compensation."
  - "Training" means candidate successfully enrolled in a course and undergoing training in the respective trade's TSP centre.
- 2) Penalties: If the Project Management Consultant meets the required quarterly deliverable target, in the coming months, the withheld payment against the deliverable shall be made, subject to maximum roll over till the end of that fiscal year.

## Appendix-I: Earnest Money Deposit and Performance Bank Guarantee Format

To,

#### **Mission Director**

Assam Skill Development Mission Nayantara Building 5<sup>th</sup> Floor, Six Mile Guwahati – 781022

Email: missiondirector.asdm@gmail.com

Contact: 0361-2339745

WHEREAS
AND WHEREAS it has been stipulated by you in the said letter that the Project Management Consultants shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;
AND WHEREAS we have agreed to give the Project Management Consultants such a Bank Guarantee;
NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Project Management Consultants up to a total of [amount of Guarantee] [in words], such sum being payable in the type sand proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Project Management Consultants before presenting us with the demand.
WefurtheragreethatnochangeoradditiontoorothermodificationofthetermsoftheContractorof the services to be performed there under or of any of the Contract documents which may be made between you and the Project Management Consultants shall in any way release us from any liability under this guarantee, and whereby by waive notice of any such change, addition or modification.
The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Project Management Consultants or of the Bank.
Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs(Rupees) and the guarantee shall remain valid till
Unless a claim or a demand or a request for extension in writing is made upon us on or beforeall our liability under this guarantee shall cease.
This guarantee shall be valid for 36 months from the date of a foresaid letter and may be extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1
Name and Designation:	(Name, Signature & Occupation)
(Name, Signature & Occupation)	(traine, Signature & Secupation)
Name of the Bank:	2
Address:	
	(Name, Signature & Occupation)
Date:	
Address:	

<sup>&</sup>lt;sup>2</sup>Shall be equal to the amount stipulated in the aforesaid letter dated\_\_\_\_\_

# Appendix-II: Structure for the Project Management Consultants to be deployed for the project

Proposed Structure for the Project Management Consultants to be deployed for the project (36 months) for SPMU + 36 months for DPMU)

#### **CPMU (1):**

Central	Programme	Management	Unit	(Key	1 resource
Experts)					

#### **SPMU (15):**

Core Resources (Key experts)	7 resources
Sector Specialists (Key experts)	4 resources
Social Mobilization & Call Centre Experts (Key experts)	4 resources

### **DPMU (33):**

District Consultants (Social Mobilization) – 5 District Consultants (Training) – 33

Districts	DPMU Consultants (Training)
Baksa	1
Barpeta	1
Biswanath	1
Bongaigaon	1
Cachar	1
Charaideo	1
Chirang	1
Darrang	1
Dhemaji	1
Dhubri	1
Dibrugarh	1
Goalpara	1
Golaghat	1
Hailakandi	1
Нојаі	1
Jorhat	1
Kamrup Metropolitan	1
Kamrup	1
Karbi Anglong	1
Karimganj	1
Kokrajhar	1
Lakhimpur	1
Majuli	1
Morigaon	1
Nagaon	1
Nalbari	1
Dima Hasao	1
Sivasagar	1

Sontipur	1
South Salmara Mankachar	1
Tinsukia	1
Udalguri	1
West Karbi Anglong	1
Total	33

Key experts should be full-time and on the payrolls of the Project Management Consultant.

This is the minimum number of resources required to execute the project, the Project Management Consultant is free to suggest in their approach & methodology additional resources and their deployment mechanism if deemed fit.

ASDM reserves the right to change the mix of the DPMU resources from one district to the other district depending on the no. of centers & trainees that get opened during the training time.

# **Appendix-III: Power of Attorney Format**

## POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

Know all men by these presents,	(Name of Company with registration number)
do hereby irrevocably constitute, nominate, a	
person)and presently residing at	(Complete Address) who is presently employed with us
and holding the position of	(Title/Designation), as our true and law ful
attorney(hereinafter referred to as the "Atto	rney") to do in our name and on our behalf, all such acts,
deeds and things as are necessary or requi	red in connection with or incidental to submission of our
Proposals[s]for providing	(Title of the project) including but not limited to
signing and submission of all applications,	Proposals and other documents and writings, participate in
Pre-Applications and other conferences	and providing information/ responses to Assam Skill
Development Mission, GOVT OF ASSAM	M, representing us in all matters before the Assam Skill
Development Mission, GOVT OF Assam,	signing and execution of all Agreements and undertakings
consequent to acceptance of our Proposal, an	d generally dealing with Assam Skill Development Mission,
GOVT OF ASSAM in all matters in connec	tion with or relating to or arising out of our Proposal for the
said tender and/ or upon award thereof to u	s and/or till the entering into Agreements with Assam Skill
Development Mission, GOVT OF ASSAM.	
lawfully done or caused to be done by ou conferred by this Power of Attorney and to	n and do hereby ratify and confirm all acts, deeds and things are said Attorney/ pursuant to and in exercise of the powers that all acts, deeds and things done by our said Attorney in all and shall always be deemed to have been done by us.
	(NAME OF THE COMPANY) THE ABOVE UTED THIS POWER OF ATTORNEY ON THIS
-	, binding, and operative till DD/MM/YYYY if not revoked the service of the Company, whichever is earlier
I accept,	
Name:	
Title:	
Date:	
Place:	
WITNESS:	

# STANDARD FORM OF CONTRACT CONTRACT for PROJECT MANAGEMENT CONSULTANT

Project Name: ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANT FOR ASSAM SKILL DEVELOPMENT (ASDM)

Contract No.\_\_\_

#### Between

Mission Director
Assam Skill Development Mission
Nayantara Building 5<sup>th</sup> Floor, Six Mile Guwahati – 781022
Email: missiondirector.asdm@gmail.com

Contact: 0361-2339745

And

\_\_\_\_

[Name of the Project Management Consultant]

Dated:

#### Form of Contract

This CONTRACT (hereinafter called the "Contract for Project Management Consultant") is made the [number] day of the month of [month], [year], between, on the one hand, MISSION DIRECTOR, Assam Skill Development Mission Department of Higher, Technical Education and Skill Development, Government of Assam. (Hereinafter called the "Client") and, on the other hand, [name of Project Management Consultant] (hereinafter called the "Project Management Consultant").

#### WHEREAS

- (a) The Client has requested the Project Management Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Project Management Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (As per the Section 1 of RFP)
  - (b) The Payment Terms as per the Section 7 of RFP
  - (c) Appendices:

Appendix A: Terms of Reference as per the RFP section 6 Appendix

B: Key Experts as per TECH5

Appendix C: Approach, Methodology, Work Plan & Deliverables as per TECH 3

Appendix D: Breakdown of Contract Price as per FIN 1 and FIN 2

Appendix E: Form of Advance Payments Guarantee (copy of the PBG in the format given in Appendix I)

- 2. The mutual rights and obligations of the Client and the Project Management Consultant shall be as set forth in the Contract, in particular:
  - (a) The Project Management Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Technical Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Client]

Mission Director Assam Skill Development Mission Nayantara Building 5<sup>th</sup> Floor, Six Mile Guwahati – 781022 Email: <u>missiondirector.asdm@gmail.com</u>

Contact: 0361-2339745

[Authorized Representative of the Client— name, title and signature] For and on behalf of [Name of Project Management Consultant]

[Authorized Representative of the Project Management Consultant – name and signature]

**End of the Document**