

RFP No-47/2017/53.dated 25th January, 2018

Requests for Proposal

FOR

Selection of Contractor

FOR

Development of Office Space

For ASDM

at Gorchuk, Guwahati Assam



Assam Skill Development Mission (ASDM)
Guwahati

Affix Court Fee Stamp of Rs. 8.25/- here

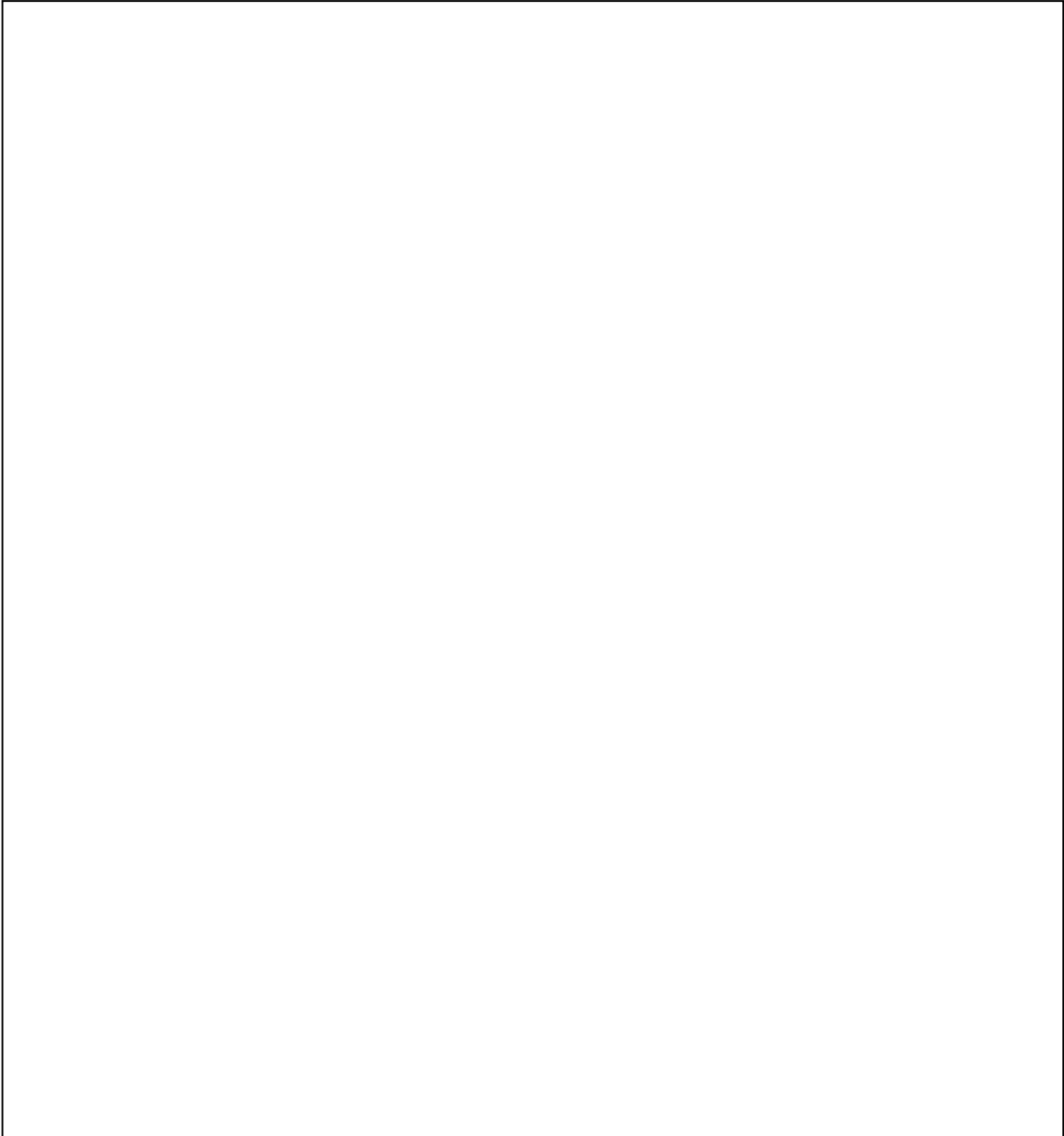
A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for the affixing of a court fee stamp.

Table of Contents

1.	SHORT TENDER NOTICE	5
2.	NOTICE INVITING TENDER.....	6
1.1	BRIEF SCOPE OF WORK:	6
1.2	PROCUREMENT OF BID DOCUMENTS:	6
1.3	ELIGIBILITY CRITERIA:	6
1.3.1	LEGAL ENTITY OF THE BIDDER:	6
1.4	EARNEST MONEY:	7
1.5	BID EVALUATION:	7
1.6	KEY EVENTS:	7
3.	OVERVIEW OF ASDM	9
4.	SCOPE OF WORK.....	10
1.1	SCOPE OF ACTIVITIES:	10
1.2	PLACE OF EXECUTION:	10
5.	INVITATION OF PROPOSAL.....	11
5.1	BID SUBMISSION:	11
5.2	BID QUERIES:	13
5.3	SUPPORTING DOCUMENTS FOR ELIGIBILITY CRITERIA:	13
5.4	AMENDMENT OR SUPPLEMENTATION OF TENDER DOCUMENT	13
5.5	TERMINATION OF BIDDING PROCESS:	13
5.6	TECHNICAL & FINANCIAL BID DOCUMENTS:	13
5.7	PRICE BID:	14
5.8	BID SECURITY/ EARNEST MONEY DEPOSIT:	14
5.9.	BID VALIDITY PERIOD:.....	15
5.10.	MODIFICATION/ WITHDRAWAL OF BIDS BY BIDDER:	15
5.11.	BID EVALUATION CRITERIA:	15
5.12.	RECTIFICATION OF ERRORS:.....	17
5.13.	RIGHT TO VARY SCOPE OF WORK BY ASDM AT THE TIME OF AWARD:	17
5.14.	BID REJECTION CRITERIA	17
5.15.	POST SELECTION PROCESS:	18
5.16.	PERFORMANCE BANK GUARANTEE:	18
6.	GENERAL CONDITIONS OF CONTRACT	20
6.1.	DEFINITION:	20
6.2.	GOVERNING LAW:	20
6.3.	OBLIGATION OF THE CONTRACTOR:.....	20
6.4.	TAXES AND DUTIES:.....	20
6.5.	INVOICE & PAYMENT:.....	21
6.6.	CHANGE IN SCOPE OF WORK:.....	21
6.7.	FORCE MAJEURE	21
6.8.	RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT:.....	22
6.9.	TERMINATION OF CONTRACT:	22
6.10.	CONSEQUENCES OF TERMINATION OF CONTRACT:.....	23
6.11.	SETTLEMENT OF DISPUTES:.....	23
7.	SPECIAL CONDITIONS OF CONTRACT	26
7.2.	PAYMENT TERMS	26

7.3.	TIMELINES:.....	26
7.4.	LIQUIDATED DAMAGES:	26
ANNEXURE I: SCOPE OF WORK & BILL OF MATERIAL		28
1.	FORMAT OF THE COVERING LETTER	29
2.	APPLICANT DETAILS	31
3.	COST OF BID DOCUMENT & EMD PARTICULARS	32
4.	FINANCIAL DETAILS.....	33
5.	EXPERIENCE DETAILS	34
6.	DECLARATION REGARDING CLEAN TRACK RECORD.....	35
7.	CHECKLIST FOR ELIGIBILITY CRITERIA & TECHNICAL BID DOCUMENTS.....	36
8.	FORMAT: PRICE BID	ERROR! BOOKMARK NOT DEFINED.
	ANNEXURE 8A: CIVIL WORKS	ERROR! BOOKMARK NOT DEFINED.
	ANNEXURE 8B: FURNISHING & READYMADE FURNITURE.....	ERROR! BOOKMARK NOT DEFINED.
	ANNEXURE 8C: ELECTRICAL WORKS	ERROR! BOOKMARK NOT DEFINED.
	ANNEXURE 8D: SANITARY & PLUMBING WORKS	ERROR! BOOKMARK NOT DEFINED.
	ANNEXURE 8E: AUDIO, VIDEO & VIDEO CONFERENCING SYSTEMS & ACOUSTIC CONTROL	ERROR! BOOKMARK NOT DEFINED.
	ANNEXURE 8F: DATA & VOICE CONNECTIVITY & FIRE DETECTION	ERROR! BOOKMARK NOT DEFINED.
ANNEXURE II: PERFORMANCE BANK GUARANTEE FORMAT.....		37
ANNEXURE III: LAYOUT OF THE FLOOR		40

1. SHORT TENDER NOTICE

Assam Skill Development Mission (ASDM)
Nayantara Building, 5th floor, Six Mile,
Guwahati – 781022

Tender No. : 47/2017/53

Date: 25th Jan, 2018

Sealed Tenders are invited from Govt. registered, Class I A & B contractors having adequate experience in Works contract of office interiors, to undertake the development of office interiors for ASDM, at Gorchuk, Guwahati.

Submission of bid shall be through e-procurement portal <https://assamtenders.gov.in>. and also through hard copy at ASDM office.(Technical Bid only).Financial Bid to be submitted online on above portal.

Further details and subsequent communication may be seen at <https://assamtenders.gov.in> and www.asdm.assam.gov.in

The last date for submission of bids is 7th February, 2018 till 2 PM.

Sd/-
Mission Director
Assam Skill Development Mission

2. NOTICE INVITING TENDER

Assam Skill Development Mission (ASDM)
Nayantara Building, 5th floor, Six Mile,
Guwahati – 781022

Tender No. : 47/2017/53

Date: 25th January, 2018

Assam Skill Development Mission (ASDM) invites sealed tender from Govt registered, Class I A & B contractors, having adequate experience in Works contract of office interiors, to undertake the development of office space for ASDM, at Gorchuk, Guwahati.

Submission of bid shall be through e-procurement portal www.assamtenders.gov.in.

The detailed scope of work and qualifying criteria of the bidder are specified below:

1.1 Brief Scope of work:

The detailed scope of work is mentioned in Annexure I and detailed in Annexure 8A to 8F.

1.2 Procurement of bid documents:

The bidder is required to submit a demand draft/ Banker's Cheque of Rs. 10,000/- (Rupees Ten thousand) only towards the cost of non-refundable tender fee of this Bid document, from a Scheduled bank, in favour of "Assam Skill Development Mission" payable at Guwahati. The Tender document fee in any other form shall not be entertained.

The detailed Tender Document, once purchased, cannot be returned, resold, transferred, or reassigned; and there shall not lay any claim on ASDM for refund of tender fee, payment of expenses incurred etc. and ASDM shall not be responsible in any way for any damage, loss etc., consequential or otherwise.

1.3 Eligibility Criteria:

1.3.1 *Legal entity of the bidder:*

The bid is open to any one of the following:

- i. Companies that are incorporated in India
- ii. Partnership firm, including Limited Liability Partnerships
- iii. Sole Proprietorship firm

1.3.2 *Turnover & Profitability :*

- i. The Bidder must have an average annual turnover of at least Rs.1 crore (Rupees one Crore) in the last 3 financial years 2016-17, 2015-16, 2014-15.
- ii. The Bidder should have a positive net worth in each of the last 3 financial years 2016-17, 2015-16, 2014-15

1.3.3 *Experience:*

- i. The bidder should have done 3 similar nature of works with work order value of at least

- Rs. 40 lakhs in last 3 financial years or,
- ii. The bidder should have done 2 similar nature of works with Work Order of at least Rs.80 lakhs in last 3 financial years or,
- iii. The bidder should have done 1 similar nature of works with Work Order of at least Rs. 1.20 crores in last 3 financial years.

1.3.4 Registration & licenses

- i. The bidder must have an office in Guwahati. Trade license needs to be provided as proof of the same.
- ii. The bidder has to submit documentary proof of PAN and GST.

1.3.5 General criteria

- i. The bidder should not have been blacklisted by any institution of the Central or State government on ground of involvement of the bidder in corrupt or fraudulent practices or any other matter, since 1st of April, 2014.
- ii. The Bidder should be empanelled with State PWD/ CPWD/ Railways

1.4 Earnest money:

The bid document must be accompanied by the Earnest Money Deposit of **Rs 3,00,000/- (Rupees Three lacs)** only in the form of a demand draft/ Banker's Cheque, in favor of "Assam Skill Development Mission" payable at Guwahati.

1.5 Bid Evaluation:

The bidder will have to score at least 60 as Technical Score to qualify for the commercial bid opening. The Technical and Financial scores will be given a weightage of 60:40. The bidder scoring the highest score will be awarded the contract

1.6 Key Events:

S. No.	Event	Details
1	Downloading of bid document	To start from 26 th January, 2018
2	Last date of receipt of written queries	28th January, 2018
3	Date for Reply to Pre-bid queries	30 th January, 2018
4	Last Date for Submission of online bid(Technical and Financial)	7 th February, 2018 till 2 PM
5	Last Date for submission of hard copy (Technical Bid only)	8 th February,2018 till 3 pm
6	Opening of Technical Bid	8 th February, 2018 at 4 PM
7	Opening of commercial bid	Will be intimated later
8	Point of Contact	Mr. Kunal Sutradhar 91-7578007406 asdmkunal@gmail.com

Note: The Bidder shall bear all costs associated with the preparation and submission of its bid, and ASDM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Place: Guwahati

Sd/-
Mission Director
Assam Skill Development Mission

3. OVERVIEW OF ASDM

Assam Skill Development Mission (ASDM) was created with the vision of capacity building of unemployed youth and to deliver quality skill training leading to meaningful employment to stimulate economy of the state. The mission leads to ensure that the youth of the state must be in a position to face their counterparts in any part of the country by virtue of their hard work and their dexterity of hands through their skills.

A few major initiatives taken by the mission in achieving its objectives and reaching out to the youth in the state are:

- a. Attempt has been made to establish Pradhan Mantri Kaushal Kendra (PMKK) in every district of Assam in collaboration with NSDC in PPP mode.
- b. 9 multi skill education centers (Centre of Excellence) are envisaged to be set up across 9 districts.
- c. Special mobilization plans have been launched to give “right skill to right person”.
- d. Till date, ASDM has been able to register more than 30,000 candidates through various offline and online platforms.
- e. ASDM has initiated the development of a ‘one stop mobile application’ to facilitate easy and navigation based access to registered, enrolled and placement of skilled individuals. This application would be utilized for linking trained candidates to jobs, candidate feedback, monitoring and tracking.
- f. Foundation stone laid for “ITI for Divyanjan” at Dibrugarh
- g. Establishing North East Skill Centre to provide technical and vocational education training across various sectors.

4. SCOPE OF WORK

1.1 Scope of Activities:

The Contractor shall develop the new office space, that has been taken on lease by ASDM. The built up area of the space is approx. 6000Sq. ft. The scope of activities and detailed Bill of Material is as per Annexure I.

The layout of the floor is enclosed at Annexure III.

The bidder will have to undertake complete interior work of the office including all material, labor, cartage, services etc.

The Bidders should visit the site prior to submission of their bids.

1.2 Place of execution:

The location of the office would be as follows:

5th floor, Mukand Infrastructure Pvt. Ltd.,
Katabari, Gorchuk,
NH-37, Guwahati-32

5. INVITATION OF PROPOSAL

5.1 Bid Submission:

5.1.1 Procedure for Bid Submission: The bidders are requested to submit the following:

- a) Technical bid along with the Response to Pre-Qualification Criteria on e-procurement portal and hard copy as detailed in RFP document.
- b) Financial Proposal on e-procurement portal. No hard copy of financial proposal is to be submitted.

5.1.2 Instruction for online submission:

- a) Bids (Technical & Price bid) shall be submitted online on <https://assamtenders.gov.in> as well as hard copies as detailed below.
- a) The participating bidders in the tender should register themselves free of cost on e-procurement portal in the website <https://assamtenders.gov.in>
- b) Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- c) The bidders should scan and upload the respective documents in Technical bid and Price Bid documentation as specified in the e-tendering portal. The bidders are advised to scan the relevant document with 100 DPI only to reduce the file size.
- d) Technical & Price bids are to be digitally uploaded in the e-tendering portal. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal failing which the bid submitted shall be summarily rejected.
- e) Please Note that all the formats given has to be duly filled up submitted in the bid failing which the bid submitted shall be summarily rejected.
- f) Submission of hard copy of the financial bid shall make cause the bid to be summarily disqualified.

5.1.3 Instruction for Hard Copy Submission:

The bidders should submit the hardcopies (on the next day of submitting the online bid) of the following only:

- a) Signed copy of bid document as a token of acceptance of the clauses and terms & conditions of the RFP.
- b) Original Demand draft/ Bankers Cheque in respect of document fee & EMD.
- c) Letter of Authorisation in Original for the authorised signatory
- d) Format 1, 4 and 6 in original
- e) Annexure III in original
- f) Printed supporting documents viz., annual report, technical reference sheet, product leaflet etc.
- g) All these documents as mentioned above should be sealed in an envelope and to be submitted in the O/o The Mission Director, Assam Skill Development Mission, Nayantara Buildig,6 Mile, Guwahati- 781022 within the bid no., submission time & date mentioned in the bid document. The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to

be returned unopened in case it is declared "Late".

- h) Only one hard copy is required to be submitted. The soft copies of the above needs to be uploaded online also.

5.1.4 Other Conditions of bid submission:

- a) ASDM will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. If documents are not visible, the same may not be evaluated at the risk of the bidder.
- b) The Documents that are uploaded online on e-procurement portal will only be considered for Bid Evaluation.
- c) The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid. ASDM, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- d) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and ASDM, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- e) It shall be deemed that the bidders have done careful study and examination of the Tender document and has fully understood the implications.
- f) The response to the Tender should be full and complete in all respects. Failure to furnish the requisite information or submission of a proposal not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the EMD
- g) All materials submitted by the bidder shall become the property of ASDM and may be returned at its sole discretion.
- h) Failure to furnish any of the uploaded documents, certificates, will entail rejection of the bid. ASDM shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
- i) The hard copies and the soft copies submitted should be properly page numbered and appropriately flagged / tagged; and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- j) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.
- k) The Tender should be signed on all the pages by the Bidder or his authorised representative and should be affixed with the bidder's Seal
- l) All outstation bids should be sent through registered post/ speed post/ courier.
- m) The proposals must be properly signed in ink as detailed below:
 - i. By the proprietor in case of a proprietary firm
 - ii. By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
 - iii. By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Board Resolution shall accompany the proposal).

5.2 Bid queries:

A prospective Bidder requiring any clarification on the tender document may submit their queries, in writing, to the contact person and as per schedule indicated in Notice Inviting tender. The queries must be submitted in the following format only to be considered for clarification:

S No.	Page No.	Clause No.	Subject	Query

ASDM will respond to all pre-bid queries on the e-procurement portal. If required, a Pre-bid meeting will be held to answer the queries.

However, ASDM makes no representation or warranty as to the completeness of the response, nor does it undertake to answer all the queries that has been raised. Queries raised after the date prescribed as the last date of pre-bid queries in the NIT, will not be answered. Individual responses will not be communicated to any bidder.

5.3 Supporting Documents for eligibility criteria:

The documentary evidence for the fulfilment of minimum eligibility criteria shall be as mentioned in the Annexure 7. All evidence must be submitted by the bidder along with the Technical bid, otherwise the bid is liable to be rejected. The bidder must highlight the relevant sections and flag the pages in certified copies of the documents and should necessarily mention, in reference, in the relevant document/ page/ paragraph/ section/ part thereof etc. of the original bid document.

5.4 Amendment or Supplementation of Tender Document

At any time before the deadline for submission of bids, ASDM may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by issuing an addendum or corrigendum. All the amendments/ Corrigendum made in the document would be published in the procurement portal. All such amendments shall be binding on bidders. The bidders are also advised to visit the aforementioned portal on regular basis for checking necessary updates. ASDM reserves the rights to amend the dates mentioned in Notice Inviting Tender.

5.5 Termination of bidding process:

ASDM reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for ASDM's action. ASDM makes no commitments; either expresses or implied that this process will result in a business transaction with any bidder.

5.6 Technical & Financial Bid Documents:

The documents of the bid will be as follows:

a) Technical bid: The following shall be submitted as Technical bid:

- i.Format 1-7
- i.Tender Document Fee & Earnest Money Deposit (EMD)
- ii.All documents as mentioned in Annexure 7
- iii.Drawing & design of the proposed layout in Annexure III
- iv.Brochures of product to be used in the interiors

b) Price Bid: The Price bid shall consist of Format 8.

5.7 Price Bid:

The Bidder shall quote price in the prescribed format, the unit rates and total Bid Price of the material / services, it proposes to provide as per the Tender document. Prices should be shown separately for each item as detailed in Tender Documents.

- a) The Price Bid should be uploaded only in e-procurement portal; no hard copy is to be submitted
- a) The unit rate, quantity, amount should be shown separately
- b) Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, ASDM reserves the right to negotiate the prices quoted in the bid to effect downward modification.
- c) Price shall be quoted for all the items mentioned in price bid.
- d) The Price bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- e) If there is a change in the applicable taxes, ASDM reserves the right to negotiate with the Bidder.
- f) Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable to be rejected.
- g) Prices shall be quoted in Indian National Rupees (INR).
- h) All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
- i) It is the responsibility of the Bidder that all local/ national and international conditions and laws be factored properly while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by ASDM and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by ASDM on account of failure of the Bidder to appraise themselves of such laws and/or site conditions.
- j) The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, ASDM retains the right to negotiate this rate for future requirements.

5.8 Bid Security/ Earnest Money Deposit:

- a) Amount of Bid Security (EMD): The Bidder shall furnish, as part of its bid, a bid security as mentioned in NIT.
- b) Currency of Bid Security: The bid security shall be furnished in Indian National Rupees (INR).
- c) The EMD Draft should be valid for a period of atleast 80 days from the date pf submission of bids.
- d) Requirement of Bid Security: The bid security is required to protect ASDM against the risk of

Bidder's conduct, which would warrant the security's forfeiture, pursuant to Section "Forfeiture of Bid Security"

- e) Rejection of Bid: Any bid not secured in accordance with above mentioned clause, shall be rejected by ASDM as being non-responsive, without any further correspondence
- f) Discharge of Security Bid of Unsuccessful Bidder: Unsuccessful bidders' bid security will be discharged / returned within 90 days of Selection of Suitable Bidder by ASDM.
- g) Discharge of Security Bid of Successful Bidder: In case of the successful bidder(s) and supplier/(s) thereof, the Earnest Money Deposit will become refundable to the successful bidder on submission of Performance Bank Guarantee.
- h) Forfeiture of Bid Security: The Bid Security can be forfeited in the following cases:
 - i. if a Bidder withdraws its bid during the period of bid validity
 - ii. if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization,
 - iii. if any information supplied by the bidder is found wrong / manipulated / hidden in the bid,
 - iv. if the bidder fails to accept the Work order duly awarded, after accepting the Letter of Intent issued by ASDM
 - v. if after accepting the Work Order, the bidder fails to adequately perform any of the obligations under the Work Order,
 - vi. if the bidder supplies material that is at variance with the material quotedThe decision of ASDM regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- i) No interest will be paid on the EMD.

5.9. Bid Validity Period:

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by ASDM. A bid valid for a shorter period may be rejected as non-responsive.

Extension of Period of Validity: In exceptional circumstances, ASDM may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the bidder has withdrawn his bid and will not be entitled to claim or receive any penalty/damages/ interest/charges. However, he will be entitled to return of his bid documents submitted and refund of the EMD.

5.10. Modification/ Withdrawal of bids by bidder:

Modification and withdrawal of bids can be done as per the Rules of e-Procurement in the Portal.

5.11. Bid Evaluation Criteria:

All evaluation process will be carried out by a Tender Evaluation Committee to be formed by ASDM for this purpose. The decision of the Tender committee shall be final and no correspondence will be entertained outside the process of negotiation by the Committee. Evaluation of the bid documents will be a 2-stage process as shown below

a. Evaluation of Technical Bid

At this stage, the technical bid will be opened and examined for the following:

- i. Genuineness of the documents submitted towards the pre-qualification requirements

- ii. Submission of EMD, Tender document fees
- iii. Whether the documents have been properly signed
- iv. The bidder will be awarded Technical marks on the basis of the following:

S. No.	Criteria	Marks	Max Marks
1.	Work Experience: No. of projects completed for development of office interior since 1.1.15	3-5: 15 marks 6-8: 20 marks More than 8: 25 marks	25 marks
2.	Value of Work Order: No. of projects undertaken for development of office interior since 1.1.15, with Work Order value exceeding Rs. 1.00 cr each	1-3:15 marks 4-5 : 20 marks More than 5: 25 marks	25 marks
3.	Inspection of work executed by the bidder by ASDM		25 marks
5.	Evaluation of the proposed design submitted in Annexure III.		25 marks
	TOTAL		100 marks

The bidder will have to score at least 60 as Technical Score to qualify for the commercial bid opening. Any Technical bid with score less than 60 marks will be rejected and their financial bids will not be opened.

b. Price bid evaluation:

The price bid for all the bidders who are technically qualified shall be opened.

The Financial Bid shall be evaluated on the Total Fees quoted by the bidder as per Format 8.

ASDM may disqualify any financial bid, if it is found that there is considerable difference in the pricing offered. Very high or very low financial bids may be considered non responsive. Such non responsive bids would not be considered further for evaluation. Rest of the bids would be called responsive and would alone be considered for further evaluation.

c. Award of Technical & Financial Score:

The Bidder shall be selected on the basis of Quality & Cost Based System (QCBS), whereby Technical proposal will be allotted weight age of 60% and Financial Proposal will be allotted weight age of 40%.

- i. The proposals will be awarded Technical Marks on the basis of Technical Evaluation Criteria in clause 5.11.a.iv.
- ii. The bidder with the highest Technical Score will be awarded a marks of 100. All other bidders will be awarded marks proportionately.

- iii. The formula for determining the Technical score (T) of all other Proposals is calculated as following:

$T = 100 \times T_n / T_m$ in which T is the Technical score, "Tm" is the highest Technical score, and "Tn" is the technical marks of the proposal under consideration

- iv. The proposal with the lowest price 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.
v. The formula for determining the financial score (P) of all other Proposals is calculated as following:

$P = 100 \times F_m / F_n$ in which P is the financial score, "Fm" is the lowest price, and "Fn" is the price of the proposal under consideration

- vi. The weights given to the Technical (T) and Financial (P) Proposals are 60 and 40 respectively
vii. Proposals are ranked according to their combined Technical (T) and Financial (P) scores using the weights as follows:- $S = T \times 60\% + P \times 40\%$
viii. The highest scorer shall be awarded the Contract.

5.12. Rectification of errors:

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- a) If there is a discrepancy between words and figures, the amount in words shall prevail.
- b) If there is any discrepancy in the sum total, the corrected sum total will be considered
- c) If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

5.13. Right to vary scope of work by ASDM at the time of award:

ASDM may at any time, by a written order given to the Bidder, make changes to the scope of the work as specified. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Bidder's receipt of ASDM's changed order.

5.14. Bid Rejection Criteria

The bids may be rejected in the following cases:

- a) Any effort by a Bidder to influence ASDM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- b) Bids submitted without or improper EMD, or Tender document fees
- c) Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- d) If the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Tendering Process
- e) Bids received by ASDM after the last date prescribed for receipt of bids
- f) Bids without signature of person (s) duly authorized on required pages of the bid or Bids

without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.

- g) If the Technical Bid contains commercial details or reveals prices in any form or by any reason before opening the Commercial Bid
- h) Bids which fails to furnish all information required by the TENDER Document or a bid which is not substantially responsive to the Tender Document in every respect or the Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder, or Bidders not complying with the Technical Specifications and General Terms & conditions as stated in the TENDER Documents or the Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level or if the bid does not confirm to the timelines indicated in the bid, the bids shall be rejected.
- i) Any incomplete Price Bid, or price Bids that do not conform to the Tender's price bid format, or bids where the total price quoted by the Bidder does not include all statutory taxes and levies applicable or the bids having any hidden costs or conditional costs, shall be rejected.

5.15. Post Selection process:

- a) Notification to Bidder: ASDM shall notify the successful Bidder within 2 days of the opening of Commercial bid, by registered letter or by fax or by hand or by email, about the award of contract. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement immediately.
- b) Letter of Intent and Signing of Contract: The letter of Intent will be issued within 5 days of the notification to the bidder. A Work Order will be issued within the time frame as specified in the section proposed Timelines.
- c) Upon the successful signing of the agreement, a Performance Bank Guarantee in the format as enclosed with this document, will have to be furnished by the bidder before signing the agreement.
- d) Failure to abide by the Work Order: The conditions stipulated in the Order shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ASDM with such penalties as specified in the TENDER document and the Agreement

5.16. Performance Bank Guarantee:

- a) A Performance Bank Guarantee of an amount of 10% of the value of the Work Order with a validity of 6 months, has to be submitted in the Annexure II, by the successful bidder within 7 days of receipt of LOI or any other document awarding the contract, and before signing of the agreement, whichever is earlier.
- b) The Performance Bank Guarantee should be in the prescribed format from a scheduled bank, acceptable to ASDM.
- c) All payments will be released to the contractor subject to submission of performance bank guarantee
- d) All charges with respect to the PBG such as commission, premium etc. shall be borne by the contractor.
- e) After recording of the completion certificate for the work by the competent authority, the Performance Bank Guarantee shall be returned to the contractor.

- f) No interest will be paid on the PBG
- g) Performance Security deposit shall be forfeited in the following cases:
 - i. If any terms and conditions of the Contract are infringed.
 - ii. If the contractor fails to complete supply/ service satisfactorily.
 - iii. If the contractor fails to deliver the deliverables as per the terms laid down in this document.
 - iv. Supplies material that is at variance with the equipment quoted and submitted for testing.

Notice will be given to the contractor with reasonable time before performance security deposit is forfeited.

6. GENERAL CONDITIONS OF CONTRACT

6.1. Definition:

- a) ASDM means Assam Skill Development Mission which is formed to provide skill based training to youth in Assam.
- b) Bidder means an entity purchasing this document and desires to participate in the bid for the project titled RFP for Selection of Contractor for Development of Office Space.
- c) Government' means the Government of Assam, unless otherwise stated.
- d) Contractor means the bidder selected as the successful bidder and awarded the Work Order.

6.2. Governing Law:

The Contract or Work Order shall be governed by and interpreted in accordance with the laws of India.

6.3. Obligation of the contractor:

- a) The contractor shall carry out the services/ supply in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the project and which are to the entire satisfaction of ASDM.
- b) In the event of any deficiency in services, the contractor shall promptly take necessary action to resolve it, at no additional fees, if deficiencies are for reasons solely and entirely attributable to the supplier
- c) During the tenure of the Contract, nothing shall be done by the contractor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof
- d) The contractor shall at its own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the contractor under this Contract. ASDM will have no liability on this account.
- e) The Contractor shall comply with all laws in force including national, State, municipal, or other laws that affect the execution of work, and especially ensure compliance with all labour laws, license requirement, insurance of workers, and material.
- f) It should be ensured that provisions of PF, ESI, maternity benefits, extension of time and all other obligations towards labour are met by the Contractor. The Contractor should compensate the workers atleast as per the Minimum Wages requirement of the State.
- g) It should be ensured that child labour in any manner is strictly not employed in the execution of work.
- h) The Contractor shall themselves make arrangements for accommodation, fooding, sanitation and safety of the workers involved in the execution of work

6.4. Taxes and Duties:

The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

6.5. Invoice & Payment:

- i. The contractor will raise invoice at the rates submitted in the Commercial bid, subject to negotiations.
- ii. If there is any downward revision in the rates of taxes applicable at the time of billing, the Contractor shall bill at the reduced rates. If there is any upward revision of tax at the time of billing, proof of such upward revision will first have to be submitted, before billing. ASDM may take decision based on the facts of the case.
- iii. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.

6.6. Change in scope of work:

- a) ASDM may at any time give written order to the contractor for making variation, amendment and modification in the Work Order in respect of quantity, scope, extent, information, terms and conditions of the order
- b) Any change order upto 25% of the value of the contract will be compensated in terms of unit cost quoted in the Commercial Bid.

6.7. Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. ASDM will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the contractor in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

Force majeure clause shall mean and be limited to the following in the execution of the Conditions of empanelment placed by State:

- i. War / hostilities
- i. Riot or Civil commotion
- ii. Earth quake, flood, tempest, lightning or other natural physical disaster
- iii. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected implementing agency, which prevent or delay the executive of the order by the selected implementing agency

The selected contractor shall advise ASDM in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. Unless otherwise directed by ASDM in writing the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, ASDM reserves the right to terminate the contract without any obligation to compensate the contractor in any manner for what so ever reason, subject to the provision of clause mentioned, by giving a written notice of minimum 30 days. However, the contractor shall be entitled to receive payments for all services rendered by it under this Assignment.

6.8. Right of Monitoring, Inspection and Periodic Audit:

- a) ASDM reserves the right to inspect and monitor/ assess the progress/performance of the work developed at any time during the course of the Contract, after providing due notice to the contractor.
- b) ASDM may demand and upon such demand being made, the contractor shall provide any document, data, material or any other information which it may require to enable it to assess the progress of the project.
- c) The inspection/ audit/ monitoring can be conducted by either ASDM itself or through another Third Party as it may deem fit.

6.9. Termination of contract:

ASDM may terminate the contract under the following circumstances:

- a) Where it comes to ASDM's attention that the contractor or his team is in a position of actual conflict of interest with the interests of ASDM in relation to any of terms of the Bid, the Tender or this Contract.
- b) Termination for Default: ASDM may at any time terminate the Contract by giving 15 days written notice to the contractor without compensation in the Event of Default on the part of the Contractor which may include failure on the part of the contractor in respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract. .
- c) Termination for Convenience: ASDM may by prior written notice send to the contractor at least 15 days in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for ASDM's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

The contractor may terminate the contract under the following circumstances:

- a) Where the payment of the contractor is overdue for more than 3 running bills. Overdue shall start from the last date on which he is entitled to receive such payments
- b) In the event of non-provision of dependencies by ASDM beyond 1 month from the date the request for such dependencies were raised by the contractor

6.10. Consequences of termination of contract:

If the contract is terminated by ASDM, it can exercise one or more of the following at its discretion:

- a) Retain such amounts from the payment due and payable by ASDM to the contractor as may be required to offset any losses caused to ASDM
- b) Invoke the Performance Bank Guarantee, forfeit the Earnest Money Deposit and recover such other costs/losses and other amounts from the contractor, which may have resulted from such default and pursue such other rights and/or remedies that may be available to ASDM under law.
- c) Blacklist the contractor and cancel the empanelment. However, contractor shall not be blacklisted, unless and until such termination is on account of gross negligence or intentional breach of the terms of the Agreement by the contractor.
- d) Claim compensation from the contractor for any such loss, damages or other costs, incurred by ASDM.

6.11. Settlement of Disputes:

- a) Arbitration: In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by each party to the contract or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi.
- b) The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties. The Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be Guwahati, India. The language of arbitration shall be in English. Each party shall bear its own cost of Arbitration.
- c) Notwithstanding any reference to the arbitration in this clause
 - i. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
 - ii. ASDM shall pay the contractor any amount due to the contractor.

6.12. Confidentiality:

Neither the contractor nor ASDM will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information,

and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under these Conditions of Empanelment or any other Conditions of Empanelment between the parties.

These restrictions will not apply to any information which:

- a) Is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- b) Is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
- c) Is or has been independently developed or was known to it prior to receipt.
- d) Notwithstanding Clause mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors on a need-to-know basis and shall ensure that such insurers and legal advisors maintain confidentiality of such information, or (2) to a third party to the extent that this is required by any or where there is a legal right, duty or requirement to disclose where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
- e) Without prejudice to the foregoing provision of this clause above selected contractor may cite the performance of the services to clients and prospective clients as an indication of its experience.

6.13. Indemnity:

The Contractor shall indemnify and hold harmless ASDM and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Contractor or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Contractor or its employees, officers or agents, except any injury, death, or property damage caused by the negligence of ASDM, its contractors, employees, officers, or agents.

6.14. Limitation of Liability:

Notwithstanding anything to the contrary, under no circumstances will either Party be liable for indirect or consequential losses or damages of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages. The liability of the contractor shall not exceed the contract value in the agreement during the contract period.

6.15. Subcontracting:

The Contractor shall not appoint a subcontractor/affiliate to perform its obligations under this

Contract without obtaining prior written approval of ASDM and/or except for the purposes mentioned in this RFP. ASDM's approval of a subcontractor/affiliate shall not constitute a waiver of any rights it may have based on the contractor's representations and warranties. The contractor will be fully responsible for all acts and omissions of its subcontractors and affiliates. Nothing in this Contract shall be construed to create any contractual relationship between ASDM and any subcontractor or affiliate, nor any obligation on the part of ASDM to pay or to ensure the payment of any money due to any subcontractor or affiliate. However, the Contractors are allowed to leverage their Service provider network for effective supply & services.

6.16. Jurisdiction:

All legal proceedings, if necessary arising to be instituted by any of the parties shall have to be lodged in courts situated in Guwahati and not elsewhere.

7. SPECIAL CONDITIONS OF CONTRACT

7.1. Responsibility of ASDM:

- a. ASDM will hand over the venue to the contractor on the day of Issue of Work Order.
- b. ASDM will facilitate the obtaining of necessary permissions from the lessor, and other authorities if required

7.2. Payment terms

The Payment terms will be as follows:

S. No.	Milestone	Payment Terms	Documents to be submitted
1	RA bills	Upto 80% of contract value based on progress of works	RA Bill with supporting documents
2	Completion of the Work	Upto 90% of contract value based on progress of works	Submission of final bill and acceptance report from ASDM
3	After completion	Upto 100% of contract value	After 06(Six) months of completion of work.

7.3. Timelines:

The timeline for various activities will be as follows:

S. No.	Activity	Time in days
1.	Issue of Work Order	T
2.	Handover of sites by ASDM	T
3.	Completion of Work	T+45 days

7.4. Liquidated Damages:

If the contractor fails to perform his obligations under the Work Order, liquidated damages would be levied upon him as stated below: -

- a) Delay in furnishing the Performance Bank guarantee beyond the stipulated time period: Liquidated damages at the rate of 2% percent of the total value of the Work Order, per week of such delay period.
- b) Delay in handover of the completed site beyond the stipulated time as per RFP: Liquidated damages at the rate of 2% of the total value of the Work Order, per week of such delay period.

In the event that the delays/defaults/disruptions mentioned herein above, continue so as to exceed one month, the contractor in addition to levy of liquidated damages for the entire period(s) of such delays/defaults/disruptions, shall be liable for invocation of his PBG.

Annexure I: Scope of Work & Bill of Material

The selected contractor shall undertake the following activities:

S. No.	Activity	Annexure no.
1.	Civil Work including demolition, brick work, plastering, wall panelling, plywood partition, flooring, painting, glass partition, woodwork, providing block board cabinet, ceiling and gypsum partition, wallpaper, blinds etc.	Detailed BOM at Annexure 8A: S. No. 1.1 to 11.2
2.	Furniture & Furnishings for the office	Detailed BOM at Annexure 8B: S. NO. 12.1 to 14.6.5
3.	Electrical Works including electrical fittings, wiring, ACs	Detailed BOM at Annexure 8C: S. NO. 15.1 to 17.28
4.	Sanitary & Plumbing Work including fittings	Detailed BOM at Annexure 8D: S. NO. 18.1 to 18.18
5.	Audio, Video & Video Conferencing systems & Acoustic control	Detailed BOM at Annexure 8E: S. NO. 19.1 to 27.10
6.	Data & Voice Connectivity & Fire Detection	Detailed BOM at Annexure 8F: S. NO. 28.1 to 30.1

1.Format of the Covering Letter

(TECHNICAL BID)

The Covering Letter is to be submitted under the signature of Authorized Representative / Signatory of the bidder on official Letterhead and official seal (Letter of authorization is also to be enclosed)

To

Mission Director
Assam Skill Development Mission
Nayantara Building 5th Floor
Six Mile, Guwahati – 781022

Sub: RFP for selection of Contractor for Development of Office

Dear Sir,

Please find enclosed Copy of our Proposal in respect of the RFP referred above .

We hereby confirm that:

- a) The proposal has been submitted by us in accordance with the conditions stipulated in the RFP.
- b) We have read the guidelines and RFP document in detail and have understood the terms and conditions stipulated in the RFP Document issued by ASDM. We agree and undertake to abide by all these terms and conditions along with subsequent communication from ASDM. Our Proposal is consistent with all the requirements of submission as stated in the RFP or any subsequent communications from ASDM.
- c) The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors/omissions/false information in our Proposal. We acknowledge that ASDM will be relying on the information provided in the Proposal and the documents accompanying such Proposal for empanelment of the applicant for the aforesaid programme, and we certify that all information provided in the application, formats and the Annexures attached herewith are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- d) We acknowledge the right of ASDM to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to

challenge the same on any account whatsoever.

- e) We fulfil all the legal requirements and meet all the eligibility criteria laid down in the RFP.
- f) This Proposal is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
- g) We have enclosed an EMD as required in the RFP. This EMD is liable to be forfeited in accordance with the provisions of the tender document.
- h) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- i) We undertake that the Price bid has been submitted without any conditions and as per the conditions of the tender document and we are aware that the Price bid is liable to be rejected if it contains any other conditions
- j) The prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the last date of submission of bids.
- k) The price quoted by us is inclusive of all taxes, rates, delivery charges etc, and no amount will be payable in addition to the amount quoted by us. However, ASDM reserves the right to negotiate the prices downwards.
- l) We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Date:

Place:

2. Applicant Details

(Technical Bid)

Sl. No.	Description	Details	
1.	Name of Bidder		
2.	Status / Constitution of the Bidder		
3.	Name of Authorized Signatory (enclose Power of Attorney)		
4.	Address		
5.	PAN Number		
6.	GSTiN		
7.	Primary point of contact	Email	Contact No
8.	Secondary Point of Contact	Email	Contact No

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Date:

Place:

3. Cost of bid document & EMD Particulars
(Technical Bid)

Sl. No.	Particulars	D.D. No. & Date	Name of the Bank	Amount (Rs.)	Remarks
1	EMD				
2	Tender Document Fees				

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address

4. Financial Details
(Technical Bid)

Declaration to be submitted under the signature of Chartered Accountant on Letterhead

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that M/s.....having registered office athas the following average annual turnover during last three financial years starting from FY 2014-15, 2015-16 and 2016- 2017 as mentioned below:

S.No	Financial Year	Annual Turnover	Net Worth (Rs.)
1	2016-17		
2	2015-16		
3	2014-15		

Note: Audited financial statement of the 3 years need to be submitted by the applicant.

Signature

Chartered Accountant firm

Membership No

Contact

Seal

5. Experience Details
(Technical Bid)

S. No.	Name of Client	Scope of Work	Date of Work Order	Value of Work Order	Status (Complete/In process)	Date of Completion

Note: Submit Work Orders for all the projects mentioned above and the completion certificate for all the completed projects

We undertake that the above information is true and correct.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**6.Declaration Regarding Clean Track Record
(Technical Bid)**

(To be enclosed in the Bid)
(To be signed and executed in non-judicial stamp paper of Rs. 10/= and notarised)

To,
The Mission Director
Assam Skill Development Mission
Nayantara Building 5th Floor
Six Mile, Guwahati – 781022

Sub: RFP for selection of Contractor for Development of Office

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the above TENDER Document. I hereby declare that my company/ organisation or any of my consortium partners, have not been debarred/black listed by any Government / Semi Government organizations in India since 1st of April, 2014. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

7. Checklist for eligibility criteria & Technical Bid documents

(Technical Bid)

S. No.	Eligibility Criteria	Documents Required	Status and Reference
1.	Legal Entity of the bidder	Copy of MOA, AOA/ Partnership deed/ any other constitution document	
2.	The Bidder must have an average annual turnover of at least Rs. 1 crore (Rupees one Crore) in the last 3 financial years 2016-17, 2015-16, 2014-15.	Format 4: Financial Details with copy of Audited financial statements	
3.	The Bidder should have a positive net worth in each of the last 3 financial years 2016-17, 2015-16, 2014-15		
4.	The bidder should have done 3 similar nature of works of 40 lakhs in last 3 financial years or, the bidder should have done 2 similar nature of works of 80 lakhs in last 3 financial years or, the bidder should have done 1 similar nature of works of 1.2 crores in last 3 financial years or,	Format 5: Experience details with Completion Certificates	
5.	The bidder must have an office in Guwahati.	Copy of Trade License	
6.	The bidder has to submit documentary proof of PAN and GST	PAN & GST registration certificate	
7.	The bidder should not have been blacklisted by any institution of the Central or State government on ground of involvement of the bidder in corrupt or fraudulent practices or any other matter, since 1st of April, 2014.	Format 6: Declaration Regarding Clean Track Record	
8.	The Bidder should be empanelled with State PWD/ CPWD/ Railways	Proof of empanelment	
9.	Format 1: Covering Letter		

10.	Format 2: Applicant Details		
11.	Format 3: Details of EMD and Tender Document fees		
12.	EMD		
13.	Tender Document Fees		
14.	Signed copy of RFP		
15.	Letter of Authorisation	Board Resolution in case of company, Power of attorney in case of others if not signed by Partner/Proprietor	
16.	Annexure III	Submit design in the floor layout at Annexure III	

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure II: Performance Bank Guarantee Format

To,

Mission Director

Assam Skill Development Mission

Nayantara Building 5th Floor, Six Mile Guwahati – 781022

Email: missiondirector.asdm@gmail.com

WHEREASName and address of Contractor has undertaken, in pursuance of your Letter No..... dated.....to provide the services to the Assam Skill Development Mission (ASDM), on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Contractor shall furnish you with a Bank Guarantee by a Nationalized / Scheduled 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 Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor up to a total of [amount of Guarantee] [in words], such sum being payable in the type and 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 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 Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and whereby we 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 Contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs..... 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 before..... all our liability under this guarantee shall cease.

This guarantee shall be valid for 6 months from the date of a foresaid letter and may be extendable, if required.

Signature & Seal of the Guarantor

Witness:

Annexure III: Layout of the floor

