

REQUEST FOR PROPOSAL
FOR
SELECTION OF AGENCY
FOR
SKILL YATRA (*SKILL AWARENESS PROGRAM*)
UNDER
ASSAM SKILL DEVELOPMENT MISSION

Tender No: ASDM- ASDM-3189/2022/49

Dated: 05-01-2023



Issued by

Assam Skill Development Mission (ASDM)
Katabari, Bhabarendra Boro Path, NH-37
Garchuk, Guwahati-781035

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority/ Client or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority/ Client to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority/ Client in relation to the programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority/ Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority/ Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/ Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process. The Authority/ Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant on the statements contained in this RFP. The authority/ Client may in its absolute discretion, but without being under any obligation to do so, Amend or implement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority/ Client is bound to empanel one or more Applicant(s) or to appoint the Selected Applicants, as the case may be, for the implementation of the programme and the Authority/ Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Request for Proposal for **selection of agencies for Skill Yatra (Skill Awareness program) under Assam Skill Development Mission under SANKALP scheme**

Tender ID NO	ASDM-3189/2022/49 dated 04-01-2023
Tender on	REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR SKILL YATRA (Skill Awareness program) UNDER ASSAM SKILL DEVELOPMENT MISSION
Issued by	Assam Skill Development Mission
Issue Date	05-01-2023
Tender Opening Date	06-01-2023
Submission Last Date	30-01-2023 up to 5:00 PM
Selection Method	Tender will be awarded to the Bidder with highest score based on QCBS (evaluation Method) subject to bidder meeting the Pre-Qualification Criteria and Minimum Combined Evaluation of Technical & Financial Bid Score
Availability of Tender	Tender can be downloaded from https://assamtenders.gov.in/
Cost of tender document (Non-Refundable)	Rs. 1000/- through the assamtender portal.
Earnest Money Deposit (EMD)	Rs 25000/- through the assamtender portal.
Correspondence office address and contact details	Assam Skill Development Mission 5 th Floor Katabari, DPS Road, Garchuk NH-37 Guwahati-35 Email: missiondirector.asdm@gmail.com ;
Last date for Submission	Online Submission to be done on https://assamtenders.gov.in/ (Pre-Qualification Criteria and both technical and financial bid).
Last date for Pre-bid submission	11-01-2022 at 4:00 PM
Opening of Technical Bid	31-01-2023 at 11:00 AM
Opening of Financial Bid	To be announced later (Only qualified bidders will be notified and invited through Assam Tender portal).

1. Project Brief:

Assam Skill Development Mission (ASDM) intends to select agency for outreach activities name Skill Yatra for Skill Awareness Program among the students of Government Schools from class 9 to 12. In order to promote ASDM skilling activities and skill awareness through the Skill Yatra. The Company/ Agency may submit bids as per following guidelines:

2. Eligibility Criteria:

- i. The Company should have been in existence for a minimum of Three years. Proof of the same to be submitted along with the technical bid.
- ii. The company should have average turnover of Rs 1.00 Cr for last three financial years (2019-20, 2020-21 & 2021-22). The company will have to submit a copy of audited income statement & balance sheet along with ITR.
- iii. The Company should have experience of Counselling of Students/ Youth. Copies of the work orders to be submitted along with Technical bid.
- iv. The Company should have in-house team of counsellors and Public Relation on their payroll. Proof of the same to be submitted along with the technical bid.
- v. The Company should have a Digital Platform which can be used for offering students access to Digital Skills / Career Counselling Course / apparatus for psychometric test.
- vi. Copies of Articles of Association (in case of registered Company). Bye laws and certificate of registration (in case of registered Societies / cooperative societies). Partnership deed (in case of partnership firm / LLP). Proof of registration / Trade license / GST registration etc. (in case of Proprietorship firm) should be submitted along with the technical bid.
- vii. The Agency should not have been barred or blacklisted by any PSU/ Govt Dept in doing business with them. (Please submit declaration in notarized affidavit format).

The bidder must ensure that the documentary proofs to substantiate clauses (i) to (viii) above are given in their technical bid otherwise the bid shall not be considered for evaluation.

3. Scope of Work:

- I. The Skill Yatra should be carried out through **3 Vans** with **Geo tags**.
- II. Skill Counselling of **10,000 Students** to be done at the **Nalbari, Darrang, Kamrup and Morigaon** districts allocated by ASDM.
- III. Each Van should have **dedicated counsellors** for counselling the students of class 9 to 12.
- IV. Access to be given to each student for a **Digital Career Counselling Course**
- V. Should provide awareness **handout** and **pamphlets** to students
- VI. Proper **branding** of the Van to be carried out.
- VII. **Online Database** to be maintained of the counselled students and to be handover to ASDM.
- VIII. Psychometric assessment / Skilling/ Career test by using Desktop/ Tablet/ Smart Phone.
- IX. Counselling of student and creating awareness about the **Skill Ecosystem** by sharing information on present **Industry Demand, Employment Opportunity and various skilling course** available.
- X. The entire Skill Yatra campaign should be captured in video and photograph format also and submit thereof.

- XI. Preparation and submission of **report** on “Skill Yatra” post completion of entire awareness campaign.

Note: 1. Van definition- minimum of 10 seater (likely Traveller or Winger)
2. Counselling qualification- Graduate and 2 yrs experience in career counselling
3. Tablet- 08 inch to 14 inch, a quantity of 30 nos of minimum
4. Creative designing pasting- Vinyl pasting for outdoor branding
5. Pamphlets designing and colour printing in glossy paper in 130 gsm of 15,000 copies

4. Timeline:

The awareness campaign must be completed within 45 days on commencement of work excluding 1 week of project, i.e. 52 days from the release of work order.

5. Submission of Tender Fee and EMD:

- a. An amount of Rs.1,000/- (Rupees One Thousand Only) as Tender Document Fees (non-refundable) and Rs.25,000/- (Rupees Twenty five Thousand Only) as Earnest Money Deposit shall be submitted through the portal www.assamtenders.gov.in as per the process mentioned in the website along with the Technical Bid.
- b. If firm registered under MSME, as per the Gazette Notification F.No. 2/1(5)/2019-P&G/Policy (Pt-IV) dated 1st June 2020 should provide supporting document as mentioned in the Gazette Notification.

6. Guidelines for Submission of Bids:

Interested agencies with requisite experience, may submit required documents as per following:

- A. Pre-Qualification Criteria
The agency has to submit all required documents for the above assignments along with the technical expertise, experience, proof for similar assignment handled in the past and other relevant details as a part of Pre-Qualification Criteria along with the format- **Annexure A** and upload the documents on online on tender portal.
- B. Technical Bid
The agency has to submit all required documents for the above assignments along with the technical expertise, experience, proof for similar assignment handled in the past and other relevant details as a part of Technical bid along with the format- **Annexure B** and upload the documents on online on tender portal.
- C. Financial Bid
The agency has to submit the financial bid for implementing the assignment as per the format enclosed as **Annexure C**. (Financial bid to be submitted online on e-tender portal only) and no hard copy should be submitted.

Note: NO HARD COPY OF THE ELIGIBILITY CRITERIA, TECHNICAL BID AND FINANCIAL SHALL BE SUBMITTED.

7. Bid validity:

The bid must be valid for the period of **120 days** from the date of tender opening for placing in the work order.

8. Procedure for opening the bids:

- a. ASDM shall open the technical bids on date and time as mentioned in the tender document, the technical bids of only those bidders who qualify Pre-Qualification criteria will be evaluated. Bidder's representative may remain present during the bids opening process.
- b. Financial Bids of only technically shortlisted bidders will be opened on a date and time duly notified in Assam Tender portal. Representatives of bidder may remain present during the financial bid opening session.

9. Selected bidder with ASDM:

The selected bidder shall perform the assignments and carry out their obligation with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry. It shall employ appropriate advanced technology and safe and effective equipment, machineries, materials and methods. ASDM reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. ASDM reserves the right to cancel the work order issued to the bidder at any time. In case the work order is cancelled than the cost incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from ASDM.

10. Evaluation of bids:

The evaluation of submitted bids will be done in four phases:

Phase - I: Evaluation of Pre-Qualification Criteria.

Phase - II: Evaluation of Technical Bids.

Phase - III: Evaluation of Financial Bids.

Phase - IV: Combined Evaluation of Technical and Financial Bids.

Phase - I: Evaluation of Pre-Qualification Criteria

In this part the Agency will be evaluated for the fulfilment of the conditions specified in the Eligibility Criteria as mentioned in point no. 2 along with availability of Tender fee and EMD. If firm registered under MSME, as per the Gazette Notification F.No. 2/1(5)/2019-P&G/Policy (Pt-IV) dated 1st June 2020 should provide supporting document as mentioned in the Gazette Notification.

Phase - II: Evaluation of Technical Bids

- i. In this part the technical bid of only those agencies who have qualified the Phase - I i.e., Eligibility Criteria will be evaluated.
- ii. The opened technical bids shall be evaluated by a Technical Evaluation Committee (TEC).

- iii. To ensure bidders eligibility and technical capabilities as per the tender terms and condition, the TEC may call for additional information from the bidders and/or visit the bidder's premises. In such a case the concerned bidder has to supply the information within the time given by the TEC failing which the bid can be rejected. No representation of any kind would be entertained from the bidder.
- iv. The bidders whose qualify the Pre-Qualification criteria must give a technical presentation of the Skill Yatra. All expenses for this purpose, and also for the preparation of documents and application, Database and Geotag will be borne by the bidders.
- v. The bidder may be asked to design and develop a skill van, Pamphlet content & design, creative Psychometric test / Digital test content methodology to establish their capability to the Technical Evaluation committee.
- vi. The technical bid will be analysed and evaluated on the parameters shown in the table below and the marks shall be assigned to each bid on the basis of following evaluation matrix:

Sl. No.	Evaluation Criteria	Supporting Documents	Maximum marks that can be Allotted
1	Number of years of operation i. 1-3 years: 2 marks ii. Above 3 years- up to 5 years: 5 marks iii. 5 years and above: 10 marks	Certificate of Incorporation/ Registration Certificate/ Trade Licence, as applicable	10
3	Number of counsellors i. 3 to 5 nos.: 5 marks ii. 6 nos. and above.: 10 marks	Latest Return of Provident Fund/ Contract Agreement	10
4	No. of Skills Content Developed i. 1-25: 2 marks ii. 26-50: 3 marks iii. 51 and above: 5 marks	Copy of Work order and Completion certificate	5
5	Partnership with Government Agencies i. 1-2: 2 marks ii. 3-5: 5 marks iii. 6 and above: 10 marks	Copy of Work order	10
6	No. of Users Enrolled on Digital Platform i. 1- 100,000: 5 marks ii. 100,001-10,00,000: 12 marks iii. 10,00,001 and above: 15 marks	Certificate from Employer	15
7	Presentation: Parameters to be judged - Van Branding creative - Pamphlet content and design or creative - Psychometric test / Digital test content - Methodology of implementation - Timeline - Existing live project (Application, Database, Geo tag)		50

Sl. No.	Evaluation Criteria	Supporting Documents	Maximum marks that can be Allotted
8	Total		100
9	Minimum Qualification Marks		85

vii. Analysis of Technical bid

In this part the technical bid will be analysed and evaluated and the technical bid marks (Stm) shall be assigned to each bid on the basis of following above evaluation matrix.

Each competency group will have Minimum Qualification Score and only those Technical Bids receiving marks greater than or equal to cut-off marks in each competency group will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). The bidder may be asked to make a presentation before the purchase Committee to explain the points on the basis of which Technical bids will be evaluated.

Technical Bid Score: The Technical Bid Score '**St**' of the Bidder shall be derived as under
St= (Stm/SH)

where,

St is the Technical Bid Score

Stm = Total technical bid marks of the bid under consideration

SH = Highest total technical bid marks amongst all evaluated bids

The Authority reserves the right to modify the evaluation process at any time during the tendering process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder.

Phase - III: Evaluation of Financial Bids

In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be considered. Formula to determine the scores for the Financial Bids shall be as follows

$$Sf= (FL / F),$$

Where,

Sf is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration

Phase IV: Combined Evaluation of Technical & Financial Bid

- i. The Total score of the Bidder will be determined as under
Total Score (Ts) = (85 x St) + (15 x Sf)
- ii. The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.

- iii. The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.
- iv. All bids which score where price is less than 85 marks of the average bid price will be disqualified. Average bid price is calculated as average bid price of all technically qualified bids.
- v. Self-declaration stating the bidder agrees to all the terms and condition set in this RFP including all the annexures, formats and agreement which are part and parcel of this RFP.
- vi. The format of contract agreement is provided at Annexure-E.

11. Right to vary scope of work at the time of award:

The Authority may at any time, by a written order given to the Bidder, make changes within the general scope of the Work. 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, whether changed or not changed by the order, an equitable adjustment shall be made in the agreed price or delivery schedule, or both, and the Work Order shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within 15 days from the date of the Bidder's receipt of the Authority's changed order.

12. Right to accept any bid and to reject any or all bids:

The Authority reserves the right to accept any bid, and to annul the tendering process and reject any or all bids at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

13. Bid Rejection Criteria

The bids may be rejected in the following cases:

- i. 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.
- ii. Bids submitted without or improper EMD, or Tender document fees
- iii. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- iv. If the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Tendering Process
- v. Bids received by ASDM after the last date prescribed for receipt of bids
- vi. Bids without signature & seal of person (s) duly authorized on required pages of the bidder 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.
- vii. If the Technical Bid contains commercial details or reveals prices in any form or by any reason before opening the Commercial Bid
- viii. 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.

- ix. Any incomplete Price Bid for only part of bill of Quantity, 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.

14. Rectification of errors:

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

- i. Items described in the Technical Proposal but not priced in the Financial Bid, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the proposal.
- ii. 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.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iv. If there is any discrepancy in the sum total, the corrected sum total will be considered
- v. Any other arithmetical error will stand corrected for evaluation
- vi. If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

15. Notification of award:

Prior to the expiration of the period of bid validity, the Authority will notify the successful Bidder by e-mail or in writing, by registered letter that its bid has been accepted.

16. Payment Term to selected Agency:

- I. Payment will be made only after satisfactory completion of work as determined in the milestone describe below in II(a)..
- II. Payment shall be subject to deduction of any amount for which the bidder is liable as per the penalty clause of this tender document, further all payments shall be made subject to deduction of the TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and any other law of taxes and/or, for the time being in force.
 - a. Payment tranches to be made in following order:
 - i. Payment will be made as per the actual number of candidates counselling
 - b. The Agency will have to submit pre-receipted invoices in triplicate, complete in all respects, on completion of the work to the satisfaction of ASDM and as per requirements detailed in the Tender document or communicated subsequently by ASDM, for necessary settlement.
 - c. The tax component shall be deducted at source as applicable and as per actual.

17. Other important information:

- i. The ownership of the counselling and psychometric test of candidates will rest with ASDM and the agency will have no proprietary or rights in respect of the same.
- ii. The selected Agency will be responsible for securing any copy rights / plagiarism resorted to by the Agency. ASDM will not be a party to any dispute arising out of the copyright violation / plagiarism by the Agency.
- iii. The responsibility of procuring all permissions for designing and psychometric test development will be with the Agency. However, ASDM will assist and approve the creatives.
- iv. ASDM will not be a party to any agreements between the Agency and any other parties or persons.

18. Arbitration:

ASDM and bidder will make every effort to resolve amicably, by direct negotiation, if any disagreement or dispute arises between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these expect as to any matter the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to Arbitration. Such arbitration will be governed in all respect by the provision of Arbitration and Conciliation Act, 1996 and rules there under and any statutory modification or re-enactment or amendments, thereof. The arbitration proceeding will be held in Guwahati. If any matter which is not resolved by arbitration will be subjected to the jurisdiction of **Gauhati High Court** only.

19. Applicable Law:

The bidders shall be governed by the law and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such financial dealings/processing.

20. Rejection of Tender:

Tender will be automatically stood cancelled if any undue influence or canvassing for selection is made by the bidder.

21. 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 may make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the vendor 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 endeavor 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. The decision of MD, ASDM will be final in this regard.

Force majeure clause shall mean and not limited only to the following in the execution of the Conditions of empanelment placed by State:

- War / hostilities
- Riot or Civil commotion
- Earth quake, flood, tempest, lightning or other natural physical disaster including epidemics
- 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 vendor 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 vendor 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 vendor 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 vendor shall be entitled to receive payments for all services rendered / completed by it under this Assignment.

22. 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 vendor.
- b) ASDM may demand and upon such demand being made, the vendor 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.

23. Termination of contract:

ASDM may terminate the contract under the following circumstances:

- a) Where it comes to ASDM's attention that the vendor 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 or there is any incident of fraud or mis-representation.
- b) Termination for Default: ASDM may at any time terminate the Contract by giving 15 days written notice to the vendor without compensation in the Event of Default on the part of

the Vendor which may include failure on the part of the vendor in respect of 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 vendor 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.

24. 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 vendor 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 vendor, 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 vendor and cancel the empanelment. However, vendor 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 vendor.
- d) Claim compensation from the vendor for any such loss, damages or other costs, incurred by ASDM.

25. Performance Bank Guarantee:

- i. A Performance Bank Guarantee of an amount of 10% of the value of the Work Order with a validity of 1 year and 6 months, has to be submitted in the Annexure I, 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.
- ii. The Performance Bank Guarantee (PBG) should be in the prescribed format from a scheduled bank, acceptable to ASDM.
- iii. All payments will be released to the vendor subject to submission of performance bank guarantee
- iv. All charges with respect to the PBG such as commission, premium etc. shall be borne by the vendor.
- v. The PBG shall be returned to the vendor after 2 years from the date of execution of the Purchase Order.
- vi. No interest will be paid on the PBG & EMD
- vii. Performance Bank Guarantee shall be forfeited in the following cases:
 - 1. If any terms and conditions of the Contract are infringed.
 - 2. If the vendor fails to complete supply/ service satisfactorily.
 - 3. If the vendor fails to deliver the deliverables as per the terms laid down in this document.
 - 4. Supplies material that is at variance with the equipment quoted and submitted for testing.
 - 5. Any other case as per the Contract.

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

26. Post Selection process:

- a. Notification to Bidder: ASDM shall notify the successful Bidder within 2 days of the declaration of combined technical and financial evaluation result, 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. Letter of Intent and Signing of Contract: The letter of Intent will be issued within 5 days of the notification to the bidder. A PO will be issued within 7 days of the issue of LOI.
- b. Before signing of the agreement, a Performance Bank Guarantee in the format as enclosed with this document, will have to be furnished by the bidder.

27. Settlement of Disputes:

Arbitration: ASDM and bidder will make every effort to resolve amicably, by direct negotiation, if any disagreement or dispute arises between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these expect as to any matter the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to Arbitration. Such arbitration will be governed in all respect by the provision of Arbitration and Conciliation Act, 1996 and rules there under and any statutory modification or re- enactment or amendments, thereof. The arbitration proceeding will be held in Guwahati. If any matter which is not resolved by arbitration will be subjected to the jurisdiction of Hon'ble Gauhati High Court.

28. Confidentiality:

Neither the vendor 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:

- i. Is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- ii. Is acquired from a third party who owes no obligation of confidential in respect of the information; or
- iii. Is or has been independently developed or was known to it prior to receipt.
- iv. 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.
- v. Without prejudice to the foregoing provision of this clause above selected vendor may cite the performance of the services to clients and projective clients as an indication of its experience.

29. Indemnity:

Either Party shall indemnify and hold harmless the other 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 aggrieved party 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. Indemnity clause will not be applicable if such acts are done due to negligence of other party or due to willful misconduct which results to any loss to the other party.

30. 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 vendor shall not exceed the contract value in the agreement during the contract period, except for any compensation of any loss to ASDM due to negligence or willful misconduct of the selected vendor.

31. 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.

32. Liquidated Damages

The ASDM expects the Vendor to complete the scope of the project within the timeframe specified. Notwithstanding the ASDM's right to cancel the order, liquidated damages at 0.5% of the order value per week will be charged for every week's delay in delivery subject to maximum 5% of order value.

The ASDM reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the ASDM to the company. Part of week will be treated as a week for this purpose. However, the ASDM may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the vendor.

33. Taxes and Duties:

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

34. Governing Law:

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

35. Obligation of the vendor:

- a) The vendor shall carry out the services/ supply in conformity with generally accepted
- b) Professional and technically accepted norms relevant to such assignments that are required for the project and which are to the entire satisfaction of ASDM.
- c) During the tenure of the Contract, nothing shall be done by the vendor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof
- d) The vendor shall at its own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the vendor under this Contract. ASDM will have no liability on this account.
- e) The Vendor shall comply with all laws in force including national, State, municipal, or other laws that affect the execution of the order.

36. Penalty

- The successful bidder shall not refuse to accept ASDM work order under any pretext. The work order can be collected from ASDM office or if convenient to the bidder, it can be mailed to them. The bidder shall start the work within 7 days of the date of the work order.
- For three recurrence of default in the discharge of service obligation, ASDM would be free to forfeit the defaulting bidder's security deposit, revocation of bank guarantees and/or termination of the contract for default.
- If at any time during performance of the work order, the bidders encounter condition impeding timely performance of the ordered service, the bidder shall promptly notify ASDM in writing of the fact of the delay, its likely duration and its cause (s).
- In case of unsatisfactory services in any manner, notice will be issued for improvement in the service by the ASDM giving one week time. The ASDM may take action including termination with notice if the services are not improved within 7 days. Any appeal in this case shall lie with the MD, ASDM whose decision shall be final and binding.
- In case there is a serious security breach or number of instances crosses more than 3 in a quarter, ASDM reserves the right to cancel the contract and impose hefty penalty on the successful bidder.
- In case successful bidder fails in delivery of satisfactory services and the ASDM manages for such services or part thereof, recovery of additional financial liability will be affected as risk and cost from the successful bidder.
- The ASDM will also have the discretion to charge penalty at double the standard rate (as mentioned in above) for a particular SLA component in case it is not met for three or more months.
- The ASDM will have discretion to terminate the contract, in case the vendor earns penalty successively for five months for a particular SLA component, during the entire contract period. It is further to be clarified that this right is the prerogative of the ASDM only.
- The Bank Guarantee may be invoked for unsatisfactory service provided to the ASDM after allowing reasonable chance to set right the service deficiencies to the full satisfaction of the ASDM. The Security Deposit can be forfeited / invoked to set off claim of the ASDM for penalty.

- In the event of equipment / system failure, the successful bidder will be required to make alternate arrangements and ensure that the services run uninterruptedly and smoothly. During the period of failure, the successful bidder shall make suitable arrangements as agreed with the ASDM.
- The successful bidder will provide a relevant tool to calculate all above performance parameters, results of which may be vetted by the ASDM independently. In case, any inaccuracy is found in the results of the tool for any parameter, the ASDM may consider levying maximum penalty for that parameter.

37. Special Clauses:

The report and videos of all the deliverables and any other information of ASDM will be the sole property of ASDM which would not be used by the bidder in any form without permission of MD, ASDM.

38. Budget

The project to be completed within Rs. 35,16,577.50 all inclusive of taxes. MD, ASDM reserve the right to reject bidder at financial stage if financial bid quote is more than the said project cost.

Sd/-

Mission Director,
Assam Skill Development Mission
Assam, Guwahati

Annexure A:**Format for submission of information – Pre-Qualification Criteria****Eligibility Information / Pre-Qualification criteria (Mandatory Clause):**

S. No.	Parameter	Supporting documents to be provided	Compliance (Y/N)	Documentary evidence provided on Page Nos.
1	The Company should have been in existence for a minimum of Three years.	Certificate of incorporation / Registration Certificate		
2	The company should have average turnover of Rs 1.00 Cr for last three financial years (2019-20, 2020-21 & 2021-22).	CA Certificate, Audit Report and ITR		
3	The Company should have experience of Counselling of Students/ Youth.	Copy of Work Order		
4	The Company should have in-house team of counsellors and Public Relation on their payroll.	Copy of Latest Return of Provident Fund/ Contract Agreement		
5	The Company should have a Digital Platform which can be used for offering students access to Digital Skills / Career Counselling Course / apparatus for psychometric test.	Copy of Work Order		
6	Copies of Articles of Association (in case of registered Company). Bye laws and certificate of registration (in case of registered Societies / cooperative societies). Partnership deed (in case of partnership firm / LLP). Proof of registration / Trade license / GST registration etc. (in case of Proprietorship firm) should be submitted along with the technical bid.	Copies of Articles of Association (in case of registered Company). Bye laws and certificate of registration (in case of registered Societies / cooperative societies). Partnership deed (in case of partnership firm / LLP). Proof of registration / Trade license / GST registration etc. (in case of Proprietorship firm)		

Annexure B

LETTER OF TECHNICAL BID SUBMISSION

To be provided on Company Letter Head

<<Location & Date>>

To,
The Mission Director
Assam Skill Development Mission
5th Floor Katabari, DPS Road,
Garchuk NH-37 Guwahati-35

Subject:- Letter of Technical bid Submission

Dear Sir,

This has reference to the ASDM's Tender document no. _____ dated _____ for '**Selection of agencies for outreach activities as Skill Yatra among the youth of the state for Assam Skill Development Mission**'. In this context, we are hereby submitting our Proposal, which includes this 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 misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Tender Document
- (c) We have no conflict of interest as stated in the Tender document
- (d) We meet the eligibility requirements as stated in Tender document
- (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, in force in the country of the Client
- (f) 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 immediately in consultation with the Client and as per provisions stipulated in the Tender document.

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

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Production house / Agency: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

A- Format for furnishing Bidder details:

Sr. No	Particulars	Bidder's response	
1	Name of the Production company / Agency		
2	Details about office of the agency / Production Company Address: Phone no.: E-mail ID: Website: Contact Person: Mobile no. and contact person:		
3	Status of the applicant (partnership firm/ Pvt. Ltd. Co. / Public Ltd. Co. / Society / Proprietorship firm)		
4	Copy of Memorandum / Article of Association / Bye Laws etc.		
5	Total Experience of the agency		
6	Average Turnover in Rs. as per CA Certificate & Audited Balance sheet for the last 3 years 2019-20, 2020-21 & 2021-22	FY2019-20	
		FY2020-21	
		FY2021-22	
		Average	
7	PAN no. (copy to be attached)		
8	GSTIN (Copy to be attached)		
9	Number of Counsellor and Public Relation team (A letter from Firm HR to be provided)		
10	Completion letter/ appreciation letter for the past work of Counselling in Government Organisation		

Signature & Seal of the Bidder

Date:

B- Agency's Profile (Should not exceed 10 Pages):

Provide a brief description of the background and organization of your agency. The brief description should include

1. About the core business of the firm, presence, brief on operations in India and its activities in field of Skill Yatra of application, Database, Geotag, Skill Awareness.
2. Organizational chart, a list of Board of Directors etc.

C- Agency's Experience / Credentials**i. Production of awareness creation either State or National or International:**

Assignment Name:	Country:
Location within country:	
Name of Client:	
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (in Rs):
Current Status of the Project:	
Narrative Description of the Project:	
Description of the actual services provided by your Agency:	

ii. Psychometric test conducted:

Assignment Name:	Country:
Location within country:	
Name of Client:	
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (in Rs):
Current Status of the Project:	
Narrative Description of the Project:	
Description of the actual services provided by your Agency:	

iii. Creative campaigns created in Skilling ecosystem within last 3 years:

Assignment Name:	Country:
Location within country:	
Name of Client:	
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (in Rs):
Current Status of the Project:	
Narrative Description of the Project:	
Description of the actual services provided by your Agency:	

(On the Letter head of Organisation)

Self-declaration

To

The Mission Director,

Assam Skill Development Mission,

Katabari, Garchuk, Guwahati-781035

I/we _____ of (insert business address) _____ hereby submit our proposal in response to the Request for Proposal [RFP] for Selection of Public Relations Agency for Assam Skill Development Mission and undertake to execute and complete the services as we will be reasonably required to be performed, in accordance with our proposal, the RFP requirements and the final work order to be issued by the Authority.

This RFP shall remain valid to for a period of 90 days from date of submission of bids. Further, I/We agree to each and every clause of this RFP, including all its Annexures and formats along with the draft of the agreement provided with the RFP document.

I/ We understand that the Authority reserves the right to accept / reject any application and the selection is at their sole discretion.

Authorised Signatory:

Name in full:

Agency Name:

Title:

Date:

Agreement

Between

Assam Skill Development Mission (ASDM)

-AND-

.....

This Agreement is signed on dated.....at Guwahati, Assam, between **Assam Skill Development Mission** (First Party) and(Second Party), where: -

Assam Skill Development Mission (ASDM) is a registered Society under Skill Employment and Entrepreneurship Department (SEED), Government of Assam. The objective of the Mission is to provide Skill training and capacity building of unemployed youth of Assam for gainful employment (wage & self-employment) for their economic upliftment.

-AND-

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

Now, both the parties agree with the following terms: -

1. That ASDM provides Skill Development training to eligible unemployed youths in the State of Assam as per skill training norms set by Ministry of Skill Development and Entrepreneurship (MSDE), Govt. of India and as per State specific needs of Assam. "Skill Yatra" is one of the programs initiated by ASDM for mass awareness and mobilization for skill training.
2. That the Second Party shall provide for all the necessary requirements and services of the "Skill Yatra" program under ASDM, as per the terms and conditions and requirements mentioned in the RFP No.....dated.....and related work order No. ASDM.....dated.....
3. That, the First Party shall supervise and monitor the services provided by the Second Party of the "Skill Yatra" program and shall release payments to the Second Party on satisfactory performance as per norms set in the RFP No.....dated.....and related work order No.ASDM.....dated.....

4. That, both the parties agree to abide by all the clauses mentioned in the RFP No.....dated.....and related work order No. ASDM.....dated....., including the Governing laws, penalty clauses and all Legal aspects and the same shall be treated as part and parcel of this agreement.

5. That, this Agreement shall be valid forfrom the date of signing and may be extended, modified or renewed as per requirement and mutual understanding between the parties. Any modifications, alterations, additions or renewal of terms of this agreement will be valid if made in writing only and agreed by both the parties.

In witness whereof the Parties have set their Respective Hands on the Day, Date and Place aforementioned.

For and on behalf of

For and on Behalf of

Assam Skill Development mission(ASDM)

.....

(Authorised Signatory)

(Authorised Signatory)

Name:

Name:

Designation:

Designation:

(Office Seal)

(Office Seal)

Witness:

Witness:

Name:

Name:

Designation:

Designation: