

**RFP No ASDM-2101/2019/135 dated 20th September 2019**

**Request for Proposal For  
Selection of Technical Intern Training Program (TITP)  
Agency**

**In**

**North East Skill Centre ASDM**

**at Katabari, Gorchuk, Guwahati Assam**

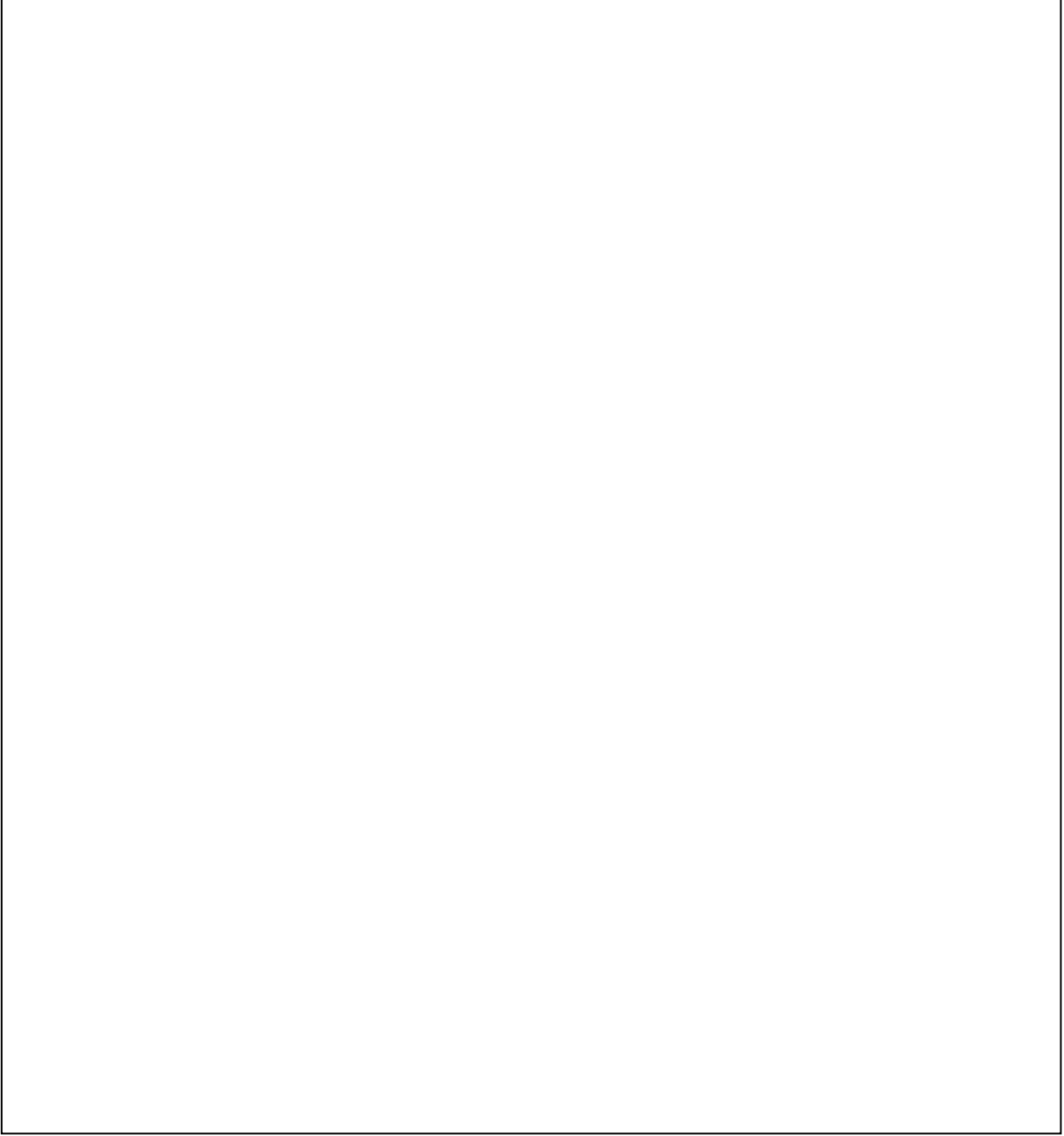


**ASDM**

Assam Skill Development Mission

**Assam Skill Development Mission (ASDM)  
Guwahati**

Affix Court Fee Stamp of Rs. 100/- here



## **E-TENDER NOTICE**

Assam Skill Development Mission (ASDM) DPS Road,  
Katabari, Gorchuk,  
Guwahati – 781035

**Tender No.: ASDM- ASDM-2101/2019/135**

**Date: 20<sup>th</sup> September 2019**

Sealed Tenders in both online and offline mode are invited from reputed agencies having adequate experience in implementing **Technical Intern Training Program** in North East Skill Centre (NESC), Assam Skill Development Mission, Gorchuk, Guwahati.

Submission of bid shall be through both online mode in e-tender portal <https://assamtenders.gov.in> and in physical hard copy.

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

The last date for submission of bids is 14<sup>th</sup> October 2019 till 02:00 pm

**Sd/-  
Mission Director  
Assam Skill Development Mission**

## Contents

1	NOTICE INVITING TENDER .....	1
1.1	Brief Scope of work: .....	1
1.2	Procurement of bid documents:.....	1
1.3	Eligibility Criteria: .....	1
1.3.1	Legal entity of the bidder: .....	1
1.3.2	Financial Eligibility.....	1
1.3.3	Experience:.....	2
1.3.4	General criteria .....	2
1.3.5	Earnest money/ Bid Security: .....	2
1.4	Bid Evaluation:.....	2
1.5	Key Events: .....	2
2	OVERVIEW OF PROJECT .....	3
2.1	About ASDM: .....	3
2.2	About NESC:.....	3
2.3	Student and Staff Strength: .....	3
2.4	Need for the TITP Agency .....	3
3	SCOPE OF WORK.....	4
3.1	Scope of Activities .....	4
3.2	Approved standards of the TITP Agency.....	4
3.3	Expected Out-come from the proposed training .....	5
3.4	Proof of Employment: .....	6
3.5	Maintenance of Accounts and Project Monitoring .....	6
3.6	Project Monitoring & reporting.....	6
4	Responsibility of ASDM.....	6
5	Place of Supply .....	7
6	Duration of Contract .....	7
7	Key Resources .....	7
8	Eligibility Criteria .....	7
9	INVITATION OF PROPOSAL.....	9
9.1	Bid Submission: .....	9
9.2	Other Conditions of bid submission:.....	9
9.3	Bid queries: .....	10
9.4	Supporting Documents for eligibility criteria: .....	11
9.5	Amendment or Supplementation of Tender Document: .....	11
9.6	Termination of bidding process: .....	11
9.7	Pre-qualification & Technical Bid Documents: .....	11
9.8	Bid Security/ Earnest Money Deposit: .....	11
9.9	Bid Validity Period: .....	12
9.10	Extension of Period of Validity: .....	12
9.11	Modification/ Withdrawal of bids by bidder: .....	12
9.12	Award of Contract: .....	12
9.13	Bid Rejection Criteria .....	12
9.14	Post Selection process: .....	13
9.15	Performance Bank Guarantee: .....	13

10	GENERAL CONDITIONS OF CONTRACT.....	13
10.1	Definition:.....	13
10.2	Governing Law:.....	13
10.3	Obligation of the agency: .....	14
10.4	Taxes and Duties: .....	14
10.5	Invoice & Payment:.....	14
10.6	Force Majeure.....	14
10.7	Right of Monitoring, Inspection and Periodic Audit:.....	15
10.8	Termination of contract: .....	15
10.9	Consequences of termination of contract: .....	15
10.10	Settlement of Disputes:.....	15
10.11	Confidentiality:.....	16
10.12	Indemnity:.....	16
10.13	Limitation of Liability: .....	16
10.14	Subcontracting: .....	16
10.15	Jurisdiction: .....	16
	Annexure I: Performance Bank Guarantee Format .....	17
	Format I: Covering Letter.....	18
	Format II: Applicant Details .....	19
	Format III: Cost of bid document & EMD Particulars .....	20
	Format IV: Financial Details .....	21
	Format V: Project Experience Details.....	22
	Format VI: Declaration Regarding Non-Blacklisting .....	23
	Annexure II: Financial Bid .....	24

# 1 NOTICE INVITING TENDER

Assam Skill Development Mission (ASDM)  
DPS Road, Katabari, Gorchuk,  
Guwahati – 781035

**Tender No.: ASDM- ASDM-2101/2019/135**

**Date: 20<sup>th</sup> September 2019**

Assam Skill Development Mission (ASDM) invites sealed tenders from reputed agencies having adequate experience in implementing Technical Intern Training Program in North East Skill Centre (NESC), Assam Skill Development Mission, Gorchuk, Guwahati.

Submission of bid shall be through both online mode in e-tender portal <https://assamtenders.gov.in> and in physical hard copy.

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

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

## 1.1 Brief Scope of work:

ASDM shall provide the bidder infrastructure in the form of fully equipped classroom including specific Japanese collateral, fixtures and video conferencing facilities. The bidder shall train candidates in Japanese language, its culture and business ethics, ensure placement, support candidates in travel arrangements to Japan including passport and visa. The agency shall conclude agreements with supervising organizations for sending/acceptance of technical intern trainees in Japan. Sending Organizations are expected to send the interns to Japan as per the requirements of Supervising Organizations.

## 1.2 Procurement of bid documents:

The bidder is required to submit a Demand draft/ Banker's Cheque of Rs. 5,000/- (Rupees Five thousand) only towards the cost of non-refundable tender fee of this Bid document, from a Scheduled commercial 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 entity legally constituted under the laws of India and may be any of the following- Company, Partnership firm, Limited Liability Partnerships, Sole Proprietorship firm, Society, Trust etc. The proof of constitution of business must be submitted.

### 1.3.2 Financial Eligibility

- i. The Bidder must have an average annual turnover of at least Rs. 5,00,00,000/- (Rupees Five crore) only in the 3 financial years of 2017-18, 2016-17 and 2015-16. A CA Certificate in the prescribed format must be attached.
- ii. The Bidder should have a positive net worth in each of the last 3 financial years 2017-18, 2016-17 and 2015-16.

### 1.3.3 Experience:

- i. The bidder should have a track record of providing skill development training and placement in India and abroad.
- ii. The bidder shall have started training for TITP and should also have completed one cycle of training and placement under TITP (up to providing Offer Letter from Implementing Organisation).

Details of experience in the prescribed format should be attached along with proof in the form of Work Orders, Experience Certificate, commendation letter etc.

### 1.3.4 General criteria

- i. The bidder should be an Approved Sending Organizations” means the Sending Organizations which are approved by the MSDE/NSDC for sending technical intern trainees to Japan under TITP.
- ii. The bidder should not have been blacklisted by the Central or State government or any other agency of the aforesaid, on ground of involvement of the bidder in corrupt or fraudulent practices, non-fulfilment of the terms of the engagement or any other matter, since 1st of April, 2017. The bidder shall have to submit an affidavit in Stamp Paper of value Rs.10/- duly notarised in the prescribed format in this behalf.
- iii. The bidder should be registered with Income Tax, GST and all other relevant Departments. PAN, and GST certificate needs to be provided.
- iv. The bidder should have its representatives in Japan for handholding the trainees in job placement scenario during initial 6 months to ensure they are smoothly assimilated to new work environment.

### 1.3.5 Earnest money/ Bid Security:

The bid document must be accompanied by Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five lakh only) only in the form of a demand draft/ Banker’s Cheque from a Scheduled Commercial Bank, in favor of “Assam Skill Development Mission” payable at Guwahati.

### 1.4 Bid Evaluation:

The bidder providing the lowest financial quote, amongst the technically qualified bidders shall be awarded the contract.

### 1.5 Key Events:

S. No.	Event	Details
1	Downloading/ Issue of bid document	To start from 20 <sup>th</sup> September 2019
2	Last date of receipt of written queries	27 <sup>th</sup> September 2019
3	Date for Reply to Pre-bid queries	1 <sup>st</sup> October 2019
4	Last Date for Submission of bid	14 <sup>th</sup> October 2019 till 2 PM
5	Opening of Technical Bid	16 <sup>th</sup> October 2019 at 4 PM
6	Opening of Financial Bid	19 <sup>th</sup> October 2019 at 4 PM
7	Point of Contact	Mr. Indrajit Singha, indrajit.asdm@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. ASDM reserves the right to accept/ reject any or all the bids without assigning any reason. ASDM also reserves the right to amend the scope of the work or the number of manpower required at any point of time. Any attempt on the part of any company/ organization/firm to influence, negotiate directly or indirectly with ASDM will lead to exclusion from consideration. The decision of ASDM in this regard shall be final.

Sd/-

Mission Director

Assam Skill Development Mission

Place: Guwahati

## 2 OVERVIEW OF PROJECT

### 2.1 About 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. Placement Linked Training Program funded by the State Government, where skill training is imparted to youth, through private training partners and placement is facilitated.
- b. Pradhan Mantri Kaushal Vikas Yojana (PMKVY) 2.0, which is a Centrally funded, state managed project, under which skill training is conducted through private empaneled training partners under the PMKVY scheme.
- c. North East Skill Centre (NESC), Guwahati which has been set up in collaboration with ITE-ES, Singapore, for providing training at par with international standard, in the sector of Retail, Hospitality and Beauty & Wellness.
- d. Advance Skill Training Institute (ASTI), which is being set up under Recruit-Train-Deploy (RTD) model, to be implemented in collaboration with the industry bodies, wherein assured employment will be given by the industry, upon successful completion of the course.
- e. Digital access to knowledge & skill human resource of Assam (DAKSHA) is a one stop mobile application which will Register Service Providers / Trained Persons who will provide marketable services, register training seekers, provide access to Course Material, help Monitoring Training Centres etc. Till date more than 3000 Service Providers/ Trained Persons have registered on this App.
- f. Skill City is planned to be set up in Mangaldoi, housing 14 Skill Schools in focus sectors including a School of Languages which will aid in International Placements.
- g. Skills Acquisition & Knowledge Awareness for Livelihood Promotion (SANKALP), which is being funded 90% by Central Government and 10% by State for Institutional Strengthening, Improved Quality and Market Relevance of Skill Development Programmes: SMART Accreditation, Placement linkages, NSQF Alignment, mobilisation activities, Improved Access and completion of Skill Training for socio-economically less advantaged groups of the society: Gender Studies, Monetary benefits etc.
- h. Recognition of Prior Learning (RPL) Projects for recognizing and formalizing the existing skill of some trades.
- i. Swabalamban, whereby a project has been initiated at Udalguri for Mainstreaming of surrendered militants through skill training in Plate making from Arecanut leaves leading to self-employment
- j. Karagar Se Karigar which aims at providing skill training to jail inmates.

### 2.2 About NESC:

North East Skill Centre is a multi-skill training Centre with a mandate for imparting Technical and vocational Education & Training on four sectors- Hospitality, Beauty & Wellness, Food & Beverage Services and Retail. An MOU has already been signed between the Government of Assam and the Government of Singapore. The curriculum has also been designed by the ITEES.

### 2.3 Student and Staff Strength:

The full capacity of the NESC is to train 400 students. In the first year it is estimated that the student intake will be around 300. The staff of ASDM and NESC number to about 100.

### 2.4 Need for the TITP Agency

Technical Intern Training Program (TITP) is a work integrated program designed by the Govt. of Japan to provide exposure to international students/trainees to Japanese working culture, processes and technologies for period of 3 to 5 years. The program is based on an agreement between the Government of Japan and India.

For an Indian youth to be selected as TITP trainee he/she is required to have strong grasp on intermediate



Japanese communication and reading abilities including Japanese culture.

ASDM wishes to also enable youths from the state of Assam to secure gainful opportunities through this scheme. It has already created state of the art facilities under NESC to provide such training. Therefore, now it wishes to engage a technically competent agency to use its facilities and provide the requisite training and placement related facilities for the youths of Assam. It envisages to engage youth in training and placement for international standards and employment as part of the overall mission and vision of ASDM. As part of the same, trained individuals from the state of Assam will be sent to Japan for on-the-job training for a specific period, for maximum period of up to 5 years under the TITP program with the help of sending organization finalised. Importantly, the following objectives are expected to be achieved through the assignment:

1. To provide an exposure and gainful employment to the unemployed youth to the best of Japanese organizations through dedicated networks of the sending organization;
2. To provide Japanese organizations, an exposure to the rich talent pool available in the state and have long term relationship for sustained engagement
3. To engage identified youths with the selected agency in selected trades offering better employment opportunities and established career path by March 2021 (better training standards and facilities in Japan followed by possible career path on return)

The agency shall also assist in conclude agreements with supervising organizations for sending/acceptance of technical intern trainees in Japan, meet the expectation of the Supervising Organizations as per their requirements and leverage its existing network and capabilities for quicker training and placement of candidates.

### 3 SCOPE OF WORK

#### 3.1 Scope of Activities

The scope of activities under the assignment are as follows:

1. Understanding the outline and purpose of TITP and the entire process and selecting appropriate candidates who would like to receive technical intern training after understanding the purpose of the program.
2. Ensuring that the shortlisted candidates have complete knowledge and adequately trained about TITP, domain skills, Japanese language skills (as per the agreement with Supervising Organization), Japanese culture and way of life, necessary to acquire in India, before dispatching the candidate to Japan.
3. Concluding bilateral Contracts or other agreements with Supervising Organizations in Japan, providing pre-dispatch education, pre-departure training and completing all pre departure formalities of candidates within the stipulated time.
4. Funding, coordinating and arranging for travel of trainees to place of employment including travel documents.
5. Reviewing the status of technical intern trainees after their arrival in Japan. While technical intern trainees are staying in Japan, carrying out liaison and coordination with their families in their countries to support technical intern trainees.
6. In order to utilize the skills acquired in Japan, support to find a job after returning to their countries. Endeavor to receive and follow-up on technical intern trainees after they return to their home countries so that they can contribute to the development of local industries using the skills that they have acquired in Japan.
7. Reporting regularly the sending status of technical intern trainees to the concerned authorities.
8. Adhering to all other guidelines/ rule or regulations that are released with reference to TITP

#### 3.2 Approved standards of the TITP Agency

The agency will meet all of the following standards:

1. To appropriately select and send to Japan only those candidates who are motivated to engage in technical intern training with the understanding of the objectives of the Technical Intern Training Program and to contribute to the economic development of the Republic of India (hereinafter referred to as “India”) by making use of the achievement through the technical intern training after returning to India.
2. To ensure that no commissions and any other fees are to be collected from ‘technical intern trainees and/or technical intern trainee candidates (hereinafter referred to as “trainees and candidates”).

3. To provide the technical intern trainees who returned to India after completing the technical intern training with necessary support, such as finding occupations in order for them to appropriately utilize the acquired technical skills, etc.
4. With respect to the appropriate implementation of the Technical Intern Training Program as well as the protection of technical intern trainees, to respond the requests from the Minister of Justice of Japan, the Minister of Health, Labour and Welfare of Japan or the Organization for Technical Intern Training. Such requests include cooperation on followup surveys on the technical intern trainees who returned to India after completing the technical intern training.
5. As for the agency and its board members, if they had been sentenced to imprisonment or more severe penalty in Japan, India or any other countries, at least five years have elapsed after the penalty had been completed or the penalty had been exempted from the execution.
6. To carry out any projects in accordance with the laws and regulations of India.
7. As for the agency and its board members, to have **never** conducted any of the following acts within the preceding five years:
  - a. In connection with technical intern training, managing money or other properties of trainees and candidates, their relatives or other persons concerned, regardless of any reasons such as collecting deposits or any other purposes;
  - b. Concluding any contracts that impose monetary penalties or that expect undue transfer of money or other properties, for the violation of the contracts in relation to technical intern training;
  - c. Human rights infringements against trainees and candidates such as assaults, intimidations, and restrictions of freedom; and
  - d. With regard to the procedures of the Technical Intern Training Program as well as the immigration program in Japan, to use or provide forged, altered or false documents, pictures or drawings with the intention of obtaining permissions fraudulently.
8. In coordinating applications for technical intern training to Japanese supervising organizations, to confirm that trainees and candidates, their relatives or other persons concerned have never been involved in the acts set out in (a) and (b) of (vii).
9. Acknowledging the importance of addressing disappearance of technical intern trainees, to cooperate with Japanese Supervising Organizations and to make efforts in order to prevent technical intern trainees from disappearing.
10. To have the necessary capacities to appropriately coordinate applications for the technical intern training to Japanese Supervising Organizations.

### 3.3 Expected Out-come from the proposed training

- a. Besides providing quality training to the candidates, creating adequate linkages with industry/ associations / receiving organisations etc. is a very important aspect of successful delivery of the skill development program. These linkages are important for enabling successful delivery of the TITP mandate.
- b. The TITP agency is required to provide a description of how it proposes to establish these linkages in their approach & methodology while submitting the response to the REOI.
- c. Submission of letters from prospective employers/ existing placement partners will be given due weightage during the proposal evaluation.
- d. The agency has to submit a placement plan and a description of how it proposes to establish these placement tie-ups to MSSDS before the start of each training batch. It will ensure that a minimum of 90% of trained candidates will be employed at the end of the Training (post completion of training by the aspirant successfully as per laid down standards required for TITP).
- e. ASDM will authorize commencement of training program only on submission of this plan.
- f. The plan will include a list of employers (perspective or currently engaging) who will give jobs to the trained candidates in their respective organizations and industry. It is perceived that this package will have opportunities essentially for wage-employment activities in Japan as per the listed job categories in Annexure I.
- g. The agency will define the minimum and average anticipated salaries across job categories/ or demands aggregated.
- h. The agency will be responsible for the selection/ mobilisation of the candidates, training, all the

transfers/ travel (including formalities required for foreign travel) etc.

- i. It is perceived that this package will have opportunities essentially for wage-employment activities as interns in Japan.

### 3.4 Proof of Employment:

The Agency should provide adequate proof of employment to ASDM, the proof of regular wage employment will be demonstrated by:

- a. Salary slip from the Human Resources / Concerned Employing Department, or receiving organization
- b. Certificate issued by the employer indicating remuneration paid and counter signed by the employee or
- c. the bank statement indicating that remuneration has been paid by crossed demand draft or money transfer etc.

### 3.5 Maintenance of Accounts and Project Monitoring

- a. The Agency will submit invoices as per the defined formats or online reporting.
- b. Payments will be made by ASDM to the Agency on the invoice raised and as per deliverables in the Contract Agreement.
- c. ASDM will maintain the accounts for the amount received and released by it to Agency and further for implementation of the training.

### 3.6 Project Monitoring & reporting

1. ASDM will monitor the implementation of the project on the format defined for the project and will incorporate the corporates feedback on the same. ASDM will lay down a time line for each of the milestones defined in the scheme in the physical and financial format wherever possible and will structure the action plan on quarterly basis for the SO. Milestones may be regarding submission of proposal, their evaluation, approval, visit by SO, selection of potential trainees, different phases of training, placement etc.
2. ASDM will review quarterly progress reports and may advise or suggest such measures, as deems fit, from time to time to ensure proper execution of the project
3. The following reports are to be submitted to Mission Director, ASDM:
  - a. Inception report: after two months- sharing the details of the supply demand mapping, potential interested industries with job roles, anticipated training and potential placement numbers and minimum expected salary levels
  - b. 12 month activities plan, technology support etc.
  - c. Monthly progress report: 12 status of the work as per inception report and plan)
  - d. Quarterly reports: 4 consisting of the industry MoUs closed, number of trainees under training and placement, etc., and
  - e. Closure report with final list of student details placed, results from industry in terms of employment days and the case studies as icons - 04 hard copies coloured and an electronic editable copy

(b) to (d) are to be submitted on the 7th working day of every month.

## 4 Responsibility of ASDM

ASDM shall arrange for adequate training infrastructure for classroom training facilities for trainees. Classroom/ training halls should be equipped with modern training aids and equipment relevant for the proposed training. To achieve the above objectives ASDM will:

- a. Arrange for contextual and experiential infrastructure to be used for training and practical projects. This could be owned or accessible from other sources;
- b. Ensure adequate training infrastructure and training tools and aids for training;
- c. Provide basic amenities and facilities within the training center premises with provisions to comply with gender and equity mandate;
- d. Comply with safety norms and have adequate safety measures within the training center

## 5 Place of Supply

The Agency shall have to operate the center at the following address:

North East Skill Centre,  
Assam Skill Development Mission, Katabari,  
Gorchuk- 781035.

## 6 Duration of Contract

The contract between ASDM and the agency shall be for a minimum period of 2 years, which will be extendable for a further period of 1 year if services are found satisfactory and on mutual agreement between the parties.

## 7 Key Resources

The manpower on the project will be deployed as follows:

S. No.	Type of Manpower	Nos.	Educational Qualification
1	Japanese Language & Soft Skill Trainer	1	Post-Graduate with atleast JLPT (Japanese-Language Proficiency Test) Level N1 qualified by an institute recognized by Embassy of Japan in India.
2	Japan Faculty (part time support, acceptable via video conference)	1	Native Japanese with University degree from Japan
3	Japanese Coordinator (part time support, acceptable via video conference)	1	Native Japanese (preferable) to support liason with Japanese Supervising and Implementing Organisations
4	Operations & Mobilization Lead	1	Post-Graduate in Social Work/Developmental Studies

## 8 Eligibility Criteria

The evaluation criteria are as follows:

Sl. No.	Criteria	Sub-Criteria	Score	Documentary Evidence
1	Firm's specialization in same area (TITP/ Training for international placement)	More than 10 years >5 to 10 years =>3 to 5 years	20 marks 15 marks 10 marks	Work Orders/MoAs/Letter of award
2	Experience in conducting vocational training for placement in India/ international	More than 75 students trained and placed >50 to 75 students trained and placed =>30 to 40 students trained and placed	10 marks 5 marks 3 marks	Work Orders/MoAs/Letter of award

Sl. No.	Criteria	Sub-Criteria	Score	Documentary Evidence
3	Firm's country experience (India-specific to TITP & Skill Development)	Experience of working in Skill Development Missions/ interventions/ programs/ initiatives in states and nation for last 5 years. This could be government funded grants/ loan/ CSR funded/ donor or foundation funded etc. More than 10 projects =>5 projects to 10 projects => 3 projects to 5 projects	10 marks 5 marks 3 marks	Work Orders/MoAs/Letter of award
4	Firm's regional (Japan / International) experience	Experience of working in Japan (preferred) or any other nation outside India in Skill Development/ Social/ Labour/ related industries for training themes with dedicated team More than 10 projects =>5 projects to 10 projects => 3 projects to 5 projects	10 marks 5 marks 3 marks	Work Orders/MoAs/Letter of award
5	Permanent presence / local office (two registered offices in India & one office in Japan)	Registered offices in India – 2 offices/ chapters registered in India & Registered offices in Japan – 1 office registered/ affiliated in Japan	5 marks 5 marks	Certificate of Registration/Incorporation
6	CV of Resources			
a	Japanese Language & Soft Skill Trainer	More than 15 years of experience =>10 years to 15 years of experience => 5 to 10 years of experience	15 marks 10 marks 5 marks	CV as per format
b	Japan Faculty	More than 15 years of experience =>10 years to 15 years of experience => 5 to 10 years of experience	15 marks 10 marks 5 marks	CV as per format
c	Operations & Mobilization Lead	More than 7 years of experience =>5 years to 7 years of experience => 3 to 5 years of experience	10 marks 5 marks 3 marks	CV as per format

## 9 INVITATION OF PROPOSAL

### 9.1 Bid Submission:

- i. 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.**
- ii. The hard copy of Technical bid should be submitted duly sealed and addressed to the Mission Director, Assam Skill Development Mission, Assam on or before the due time & date.
- iii. Any bid received after the dead line for submission of bids shall be rejected.

#### **Instruction for online submission:**

- a) Bids (Technical & Price bid) shall be submitted online on <https://assamtenders.gov.in>.
- 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, signed and 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.**

#### **Instruction for Hard Copy Submission:**

The bidders should submit the hardcopies 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 Tender document fee & EMD.
- c) Letter of Authorisation/ Power of Attorney in original along with Board Resolution in case of a Company.
- d) Format I, IV, V and VI in original

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, DPS Road, Katabari, Gorchuk, Guwahati-781035 with 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".

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

### 9.2 Other Conditions of bid submission:

- i. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected.
- ii. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.
- iii. Please Note that all the formats given must be duly filled up, signed and submitted in the bid failing

which the bid submitted shall be summarily rejected.

- iv. 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.
- v. 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.
- vi. It shall be deemed that the bidders have done careful study and examination of the Tender document and has fully understood the implications.
- vii. 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.
- viii. All materials submitted by the bidder shall become the property of ASDM and may be returned at its sole discretion.
- ix. ASDM shall not hold any risk on account of postal delay.
- x. 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.
- xi. The bid 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.
- xii. 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.
- xiii. The Tender should be signed on all the pages by the Bidder or his authorized representative and should be affixed with the bidder's Seal.
- xiv. All outstation bids should be sent through registered post/ speed post/ courier.
- xv. The proposals must be properly signed in ink by one of the partners of the firm, or a person holding Power of Attorney from the partners.

### 9.3 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:

Sl. No.	Page Number	RFP Clause No.	Subject	Query

ASDM will publish the response to all pre-bid queries on the website. 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 RFP, will not be answered. Individual responses will not be communicated to any bidder.

#### 9.4 Supporting Documents for eligibility criteria:

The documentary evidence for the fulfilment of minimum eligibility criteria shall be as mentioned in Notice Inviting Tender. All evidence must be submitted by the bidder along with the Technical bid, otherwise the bid is liable to be rejected.

#### 9.5 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 on the e-tender portal and ASDM website only. All such amendments shall be binding on bidders. The bidders are also advised to visit the e-tender portal and ASDM website on regular basis for checking necessary updates. ASDM reserves the rights to amend the dates mentioned in Notice Inviting Tender.

#### 9.6 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.

#### 9.7 Pre-qualification & Technical Bid Documents:

The bid documents will consist of the following:

S. No.	Particulars	Documents to be submitted
1	Format 1	Covering Letter
2	Format 2	Applicant Details
3	Format 3	Cost of bid documents & EMD
4	Format 4	Financial Details
5	Format 5	Experience Details
6	Format 6	Declaration of Non-Blacklisting by Government Agencies/Central Ministries/PSUs
8	Document as proof of Eligibility Criteria	a) Proof of constitution of business b) Work Orders and Experience Certificate of Orders executed. c) GST certificate, PAN
9	Tender Document Fees	As mentioned in NIT
10	Earnest Money Deposit	As mentioned in NIT

#### 9.8 Bid Security/ Earnest Money Deposit:

- i. Amount of Bid Security (EMD): The Bidder shall furnish, as part of its bid, a bid security as mentioned in NIT.
- ii. Currency of Bid Security: The bid security shall be furnished in Indian National Rupees (INR).
- iii. The EMD Draft should be valid for a period of at least 80 days from the date of submission of bids.
- iv. 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"
- v. 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
- vi. 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.



- vii. 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.
- viii. Forfeiture of Bid Security: The Bid Security can be forfeited in the following cases:
  - a) if a Bidder withdraws its bid during the period of bid validity
  - b) if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization,
  - c) if any information supplied by the bidder is found wrong / manipulated / hidden in the bid,
  - d) If the successful bidder fails to accept the Letter of Intent
  - e) If the successful bidder fails to accept the PO duly awarded, after accepting the Letter of Intent issued by ASDM
  - f) If after accepting the PO, the bidder fails to adequately perform any of the obligations under the PO or does not sign the Agreement.
  - g) If the bidder supplies material that is at variance with the specification of the RFP and the bid submitted.

The decision of ASDM regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- ix. No interest will be paid on the EMD.

### 9.9 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.

### 9.10 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.

### 9.11 Modification/ Withdrawal of bids by bidder:

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

### 9.12 Award of Contract:

The award of the contract shall be based on Least Cost Basis (L1 Basis). Financial Bids of Bidders who have technically qualified shall be opened as per the stated time and date mentioned in the RFP. The bids shall be arranged in descending order (from Highest to Lowest) and the work shall be awarded to bidder who has quoted the lower financial bid. In case there is a tie, the work shall be awarded to the bidder who has the higher Technical Score.

### 9.13 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 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.

- vii. 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.

#### 9.14 Post Selection process:

- i. Notification to Bidder: ASDM shall notify the successful Bidder within 2 days of the completion of evaluation, 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.
- ii. 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.
- iii. 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.

#### 9.15 Performance Bank Guarantee:

- i. A Performance Bank Guarantee of an amount of Rs. 10,00,000/- (Rs. Ten Lacs Only), with a validity of 1 year and 6 months, has to be submitted in 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 should be in the prescribed format from a scheduled bank, acceptable to ASDM.
- iii. All charges with respect to the PBG such as commission, premium etc. shall be borne by the agency.
- iv. The PBG shall be returned after completion of the contract period.
- v. No interest will be paid on the PBG
- vi. Performance Guarantee shall be forfeited in the following cases:
  - a) If any terms and conditions of the Contract or bid submitted are infringed.
  - b) If the agency fails to provide the services satisfactorily
  - c) If any of the equipment installed or provided by ASDM in the canteen or kitchen or elsewhere for the purpose of execution of the Contract is damaged or destroyed.
  - d) If the agency does not provide food and services as per the menu provided, or the food or services are of poor quality or substandard, or the canteen and kitchen is unhygienic and dirty.
  - e) In case there are more than 10 complaints about the agency over a course of 3 months.
  - f) Any other case as per the Contract.

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

## 10 GENERAL CONDITIONS OF CONTRACT

### 10.1 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 Request for Proposal for Selection of Technical Intern Training Program (TITP) Agency.
- c) Government means the Government of Assam, unless the context provides otherwise.
- d) Agency means the bidder selected as the successful bidder and awarded the Purchase Order.

### 10.2 Governing Law:

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

### 10.3 Obligation of the agency:

- a) The agency shall carry out the services in conformity with generally accepted professional and technically accepted norms relevant to such work, which are to the entire satisfaction of ASDM.
- b) In the event of any deficiency in services, the agency 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 agency in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof.
- d) The agency shall at its own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the agency under this Contract. ASDM will have no liability on this account.

### 10.4 Taxes and Duties:

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

### 10.5 Invoice & Payment:

Payment shall be made on monthly basis. ASDM shall strive to process the invoice payment within a period of 30 days from the date of issue of invoice. The invoice shall be inclusive of all applicable taxes. The final payment shall be made after deducting tax at source. No additional payment shall be made to the Agency.

### 10.6 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 agency 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.

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
- ii. Riot or Civil commotion
- iii. Earth quake, flood, tempest, lightning or other natural physical disaster
- iv. 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 agency shall advice 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 agency 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 agency 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 agency shall be entitled to receive payments for all services rendered by it under this Assignment.

## 10.7 Right of Monitoring, Inspection and Periodic Audit:

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

## 10.8 Termination of contract:

ASDM may terminate the contract under the following circumstances:

- a) Where it comes to ASDM's attention that the agency 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 agency without compensation in the Event of Default on the part of the Agency which may include failure on the part of the agency in respect of any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract, or if there are more than 10 complaints against the agency over a course of 3 months.
- c) Termination for Convenience: ASDM may by prior written notice send to the agency 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 agency may terminate the contract under the following circumstances:

- a) Any time by giving notice of at least 3 months.
- 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 agency

## 10.9 Consequences of termination of contract:

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

- a) Invoke the Performance Bank Guarantee and recover such other costs/losses and other amounts from the agency, which may have resulted from such default and pursue such other rights and/or remedies that may be available to ASDM under law.
- b) Blacklist the agency. However, agency 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 agency.
- c) Claim compensation from the agency for any such loss, damages or other costs, incurred by ASDM.

## 10.10 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.

### 10.11 Confidentiality:

Neither the agency 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:

- e) Is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- f) Is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
- g) Is or has been independently developed or was known to it prior to receipt.
- h) 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.
- i) Without prejudice to the foregoing provision of this clause above selected agency may cite the performance of the services to clients and prospective clients as an indication of its experience.

### 10.12 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 and by reason of the negligence of the other party or its employees, officers or agents, except any injury, death, or property damage caused by the negligence of the aggrieved party, its agencies, employees, officers, or agents.

### 10.13 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 agency shall not exceed the contract value in the agreement during the contract period.

### 10.14 Subcontracting:

The Agency shall not appoint a sub-agency/affiliate to perform any part of its obligations under this Contract without obtaining prior written approval of ASDM. ASDM's approval of a sub-agency/affiliate shall not constitute a waiver of any rights it may have based on the agency's representations and warranties. The agency will be fully responsible for all acts and omissions of its sub-agencies and affiliates. Nothing in this Contract shall be construed to create any contractual relationship between ASDM and any sub-agency or affiliate, nor any obligation on the part of ASDM to pay or to ensure the payment of any money due to any sub-agency or affiliate. However, the Agencies can leverage their Service provider network for effective supply & services.

### 10.15 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

## Annexure I: Performance Bank Guarantee Format

To,  
Mission Director  
Assam Skill Development Mission  
NH-37, Opposite ISBT, Katabari, Garchuk, Guwahati – 781035 Email:  
[missiondirector.asdm@gmail.com](mailto:missiondirector.asdm@gmail.com)

WHEREAS .....Name and address of Agency 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 Agency 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 Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you on behalf of the Agency up to a total of ..... [.....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 Agency 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 Agency shall in any way release us from any liability under this guarantee, and whereby by waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency 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 12 months from the date of a foresaid letter and may be extendable, if required.

Signature & Seal of the Guarantor

Witness

## Format I: Covering Letter

The Covering Letter is to be submitted on official Letterhead with official seal

To  
Mission Director  
Assam Skill Development Mission DPS Road, Katabari,  
Gorchuk, Guwahati – 781035

Sub: RFP for Request for Proposal for Selection of Technical Intern Training Program (TITP) Agency

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) The terms and conditions of this Tender are valid for a period of 180 calendar days from the last date of submission of bids.
- j) We guarantee, that on the event that the contract is awarded to us, we shall operate the canteen as per the specifications of the RFP, we shall charge the customers fairly and as per instruction of ASDM, we shall pay the rent to ASDM on time and do all the necessary acts for serving hygienic, wholesome and quality food.
- k) 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:

## Format II: Applicant Details

Sl. No.	Description	Details	
1.	Name of Bidder		
2.	Status / Constitution of the Bidder		
3.	Name of Authorized Signatory		
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:



### Format III: Cost of bid document & EMD Particulars

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

## Format IV: Financial Details

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 at .....has the following average annual turnover during last three financial years starting from FY 2015-16, 2016- 2017 and 2017-18 as mentioned below:

S.No	Financial Year	Annual Turnover (Rs.)	Net Worth (Rs.)
1	2017-18		
2	2016-17		
3	2015-16		

Signature

Chartered Accountant firm

Membership No

Contact

Seal

### Format V: Project Experience Details

<b>Assignment name:</b>	<b>Approx. value of the contract (INR)</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of Client:</b>	<b>No. of Staff:</b>
<b>Start date (month/year):</b> <b>Completion date (month/year):</b>	<b>Total No. of staff-months on the assignment:</b>
<b>Name of associated Consultants, if any:</b> NA	<b>No of professional staff-months provided by associated Consultants:</b>
<b>Estimated Capital Cost of the project:</b>	<b>Area of the land/park, if applicable</b>
<b>Client references: Name, Telephone, Email id.</b>	
<b>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader) –</b>	
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	

## Format VI: Declaration Regarding Non-Blacklisting

(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 NH-  
37, Opposite ISBT, Katabari, Garchuk,  
Guwahati – 781035

Sub: RFP for Request for Proposal for Selection of Technical Intern Training Program (TITP)  
Agency

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the above TENDER Document. I hereby declare that my company/ organization have not been debarred/black listed by any Government / Semi Government organizations in India since 1<sup>st</sup> of April, 2017. 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

## Annexure II: Financial Bid

To,  
The Mission Director  
Assam Skill Development Mission NH-37  
Opposite ISBT, Katabari  
Garchuk, Guwahati – 781035

**Subject:** Submission of the Financial for Technical Intern Training Program Agency

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for **Technical Intern Training Program** in accordance with your Request for Proposal dated ..... and our Technical Proposals. Our Solution for developing, implementing and maintaining the subject line assignment is for the sum of ..... This amount is inclusive of the local taxes including GST.

The breakup of our quote is as follows:

Item	Monthly Charge (Rs.)	Annual Charge (Rs.)
Japanese language trainer		
Japan Faculty		
Activities with Supervising and Implementing Organisation		
Administrative and Other costs		
<b>Total</b>		

### 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing GST on Services rates during the time of payment.

### 2. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

### 3. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the Appendix III Form 1 of this RFP document.

Our Financial Costs shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address: