

**Request for Proposal for Selection of Private
Partner to Establish (as is where is basis),
Operate & Maintain 01 No. of Industrial
Training Institutes (ITIs) at Bokajan, Karbi
Anglong by Private Agencies**

**SKILL, EMPLOYMENT & ENTREPRENEURSHIP
DIRECTORATE OF EMPLOYMENT AND CRAFTSMEN TRAINING
GOVERNMENT OF ASSAM**

October 2020

RFP No. DET(E)T-36/2020/476 Dated – 5th October, 2020.



सत्यमेव जयते

GOVERNMENT OF ASSAM

**A.K.Azad Road, Rehabari
Guwahati-781008, Assam
Phone No.: 0361-2637959
E-mail: dect.iti.ppp@gmail.com**

DISCLAIMER

The information contained in this Request for Proposal ("**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Directorate of Employment and Craftsmen Training, Government of Assam (hereinafter "DECT") is provided to interested parties 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 an invitation by DECT to interested parties (henceforth "**Bidders**") who apply for establishing, operation & maintenance of ITIs in Assam on PPP mode (henceforth "**Project**") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("**Proposal**") for the Project with Directorate of Employment and Craftsmen Training, Government of Assam for providing skill development training in Assam as per notified norms.

DECT makes no representation or warranty and shall have no liability to any person or Bidder 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this bidding process.

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

The issue of this RFP does not imply that DECT is bound to select any Bidder(s) for any project. DECT reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DECT or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DECT shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and related processes.

In the interpretation of these terms, unless the context otherwise requires:

(a) The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the other standard

Bidding Documents, shall, unless the context otherwise requires, have the meaning ascribed thereto therein;

(b) Words in the singular or plural term shall also be deemed to include the plural or the singular term, respectively;

(c) Terms "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" regardless of whether such terms are followed by phrases of like import;

(d) For the purpose of this RFP, the terms "Bid" and "Proposal" are interchangeable and imply the same, unless repugnant to the context.

Definitions and Abbreviations

SL No.	Term	Definition
1	Agreement /contract	The Agreement entered between the DECT and the Bidding Company/ Bidder including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2	Bidder / Bidding Company	Shall mean Bidding Company/Agency/Trust/Firm submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require. In case of consortium, Bidder shall mean the lead bidder.
3	Bid /proposal	Offer by the Bidder to fulfill the requirement of the Client i.e. DECT under the RFP/Contract for an agreed conditions. It shall be a comprehensive technical and commercial response to the Tender along with all documents/ credentials/ attachments/ annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
4	Confidential information	All information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each stakeholder and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).
5	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP and include all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines.

SL No.	Term	Definition
6	Project Commissioning	The date of commencement of Operations and Maintenance phase after the successful completion of each Phase (acceptance of the overall solution by DECT).
7	Project implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by DECT or its nominated agencies.
8	Request for Proposal/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the DECT intends to buy or implement.
9	SLA	The level of service and other performance criteria which will apply to the Services delivered by the Bidder; Performance and Maintenance SLA executed as part of the Master Service Agreement.
10	SP /Qualified Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as Service Provider (SP)/Implementation Agency.
11	Affiliate	A company that either directly or indirectly <ul style="list-style-type: none"> a) controls or b) is controlled by or c) is under common control with a Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
12	Bid Bond/ EMD	Shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder.
13	Bid Deadline	Shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet.
14	Bid Capacity	Shall mean capacity offered by the bidder in his Bid under invitation.

SL No.	Term	Definition
15	Chartered Accountant	A person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
16	Competent Authority	Shall mean Director, Employment & Craftsmen Training, Assam himself and/or a person or group of persons nominated by the Director for the mentioned purpose herein.
17	Company/Agency/Trust/Firm	A body incorporated in India under the Respective Acts, including any amendment thereto.
18	Parent Company	A company that holds at least Fifty percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
19	Nodal Officer	Director, Employment & Craftsmen Training, Assam or his representative.

Important Dates

SL. No.	Particular	Details
1	Publication of Bid	5 th October 2020, 4 PM
2	Start date of issuance / download of RFP document	6 th October 2020, 4 PM
3	Last date & time for Submission of Queries	12 th October 2020, 4 PM
4	Pre-Bid Conference	15 th October 2020, 11.30 AM
5	Issue of Corrigendum	19 th October 2020, 5 PM
6	Last date for issuance / download of RFP Document	28 th October 2020, 5 PM
7	Last date and time for RFP Submission	28 th October, 2020, 5 PM
8	Date and time for opening of Technical bid	29 th October 2020, 11.30 AM

Fact Sheet

Clause Reference	Topic
Section 9.1.	Method of selection is: Highest Technically Qualified(T1)
Section 5.4.2.	RFP can be downloaded from the website of Directorate of Employment & Craftsmen Training, Assam, Rehabari, Guwahati-08, www.dect.assam.gov.in .
Section 5.4.3.	Ernest Money Deposit (“EMD”) of amount INR 5000 (Rupees Five thousand) is to be submitted by the bidder along with the bid by means of Demand draft in favour of Director, Employment & Craftsmen Training, Assam and payable at Guwahati from any of the nationalized Scheduled commercial Bank
Section 5.3.1.	<p>A pre-Bid meeting will be held on 15th October, 2020 at 11.30 AM at the following venue. The name, address, and telephone numbers of the Nodal Officer is:</p> <p>Directorate of Employment & Craftsmen Training, Assam A.K.Azad Road, Rehabari Guwahati-781008, Assam Phone No.: 0361-2637959 E-mail: dect.iti.ppp@gmail.com</p> <p>All the queries should be received on or before 12th October, 2020, upto 4 PM either through post, or email.</p>
Section 5.6.5.	Proposals should be submitted in the following language(s): English
Section 5.7.3.	Proposals must remain valid 180 days after the submission date.
Section 5.6.1.	<p>Bidders must submit hard copy of the proposal document. Hard copy to be submitted at the below address by 28th October, 2020, 5 PM: Director, Employment & Craftsmen Training, Assam A.K.Azad Road, Rehabari Guwahati-781008, Assam Phone No.: 0361-2637959</p> <p>AND</p> <p>Soft copy of the proposal along with the scanned EMD copy should be sent to dect.iti.ppp@gmail.com by 28th October, 2020, 5 PM</p>
Section 5.6.6.	Proposals must be submitted not later than the following date and time: 28 th October, 2020, 5 PM.
Section 5.8.	On receipt of a Letter of Acceptance (“LoA”) from DECT, the successful Bidder will furnish a performance security deposit/ performance bank guarantee in the form of bank guarantee, equivalent to INR 10 Lakhs defined in this RFP on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoA, unless specified to the contrary.

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1 Request for Proposal

The intent of this RFP is to invite proposals from eligible, reputed and qualified Agencies/ Firms/Companies/Trust (also referred to as ‘bidders’) with sound technical and financial capabilities to Establish (as and where basis), Operate & Maintain 01 (One) No. of Industrial Training Institutes (ITIs) at Bokajan, Karbi Anglong, Assam by Private Agencies for a period of 10 years. This invitation to bid is open to all Bidders as per the qualification criteria.

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder’s suitability to become the implementation partner of DECT.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the EMD

2 Background Information

Basic Information

- a) DECT invites responses (“Bids”) to this Request for Proposals (“RFP”) for Selection of Bidder to Establish (as and where basis), Operate & Maintain 01(one) No. of Industrial Training Institutes (ITIs) at Bokajan, Karbi Anglong, Assam by Private Agencies for a period of 10 years.
- b) Any contract that may result from this RFP will be issued for a term of 10 years.
- c) Bids must be received not later than time, date and venue mentioned in the Fact Sheet. Bids that are received late WILL NOT be considered in this competition.

3 Project Background

The ITIs came into existence in India under the stress of post second world-war demobilization. Towards the end of the Second World War, the need for a machinery which could handle orderly reabsorption of civil life, of a large number of service personnel and war workers who were about to be released was keenly felt.

After evolution through these years the Directorate has taken the present shape.

Now, the Directorate of Employment and Craftsmen Training, Assam (DECT) is under the newly created Skill, Employment and Entrepreneurship Department, Govt. of Assam having two wings – (1) Employment Service Wing and (2) Craftsmen Training Wing.

Main Objectives of Craftsmen Training Wing of the Directorate of Employment & Craftsmen Training, Assam are -

- To ensure a steady flow of skilled workers in different trades for the industry.
- To raise the quality and quantity of industrial production by systematic training of workers

- To reduce unemployment among the educated youth by equipping them for suitable industrial employment.

Functions of Craftsmen Training Wing of the Directorate of Employment & Craftsmen Training, Assam are -

- Admission into trades recognized by the National Council of Vocational Training (NCVT) and State Council of Vocational Training (SCVT)
- Conduct and evaluate training programme as per NCVT norms
- Trade Testing and Certification
- Apprenticeship training under Apprentices Act, 1961
- Affiliating institutes as per prescribed NCVT norms
- Facilitating placement of ITI pass outs
- To ensure a steady flow of skilled workers in different trades for the industry
- To raise the quality and quantity of industrial production by systematic training of workers
- To reduce unemployment among the educated youth by equipping them for suitable industrial employment.

Industry Connect

- To follow the mandate of increasing the Skilled Manpower and involvement of Industry for the benefit of the trainees it is required to Operate & Maintain 01(one) No. of Industrial Training Institutes (ITIs) at Bokajan, Karbi Anglong, Assam by Private Industry Partners for a period of 10 years through Public Private Partnership (PPP).

4. Bid Details

- Bids are invited from the prospective bidders for the O&M of 01(one) No. of ITIs. Successful bidder will be selected based on the Highest Technical Score subject to Section 8 of RFP.
- One bidder shall not be part of any other bidder firm/consortium.

List of building

Sl No.	Name of ITI	District	Name of the Trade	Intake Capacity
1	ITI Bokajan (presently in 4 numbers of building at Sarihajan under Supdt. Industries & Commerce)	Karbi Anglong	1) Computer Operator & Programming Assistant 2) Information & Communication Technology System Maintenance 3) Cosmetology 4) Electrician 5) Welder	20 nos. for each trade in each unit*

5. Instruction to Bidders

General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by DECT on the basis of this RFP.
- c) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- d) The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works in line with the scope of work specified elsewhere in the document and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- e) Business Continuity Plan (BCP) – Inclusion of a BCP for DECT to continue to function and deliver essential services in the event of a significant disruption for smooth functioning of its operations in case of any emergency or disruption. Same to be reviewed and updated at regular intervals.
- f) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of DECT. Any notification of preferred Bidder status by DECT shall not give rise to any enforceable rights by the Bidder. DECT may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of DECT.
- g) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- h) The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If the Bidder has any doubts/clarifications the Bidder shall, before the last date for submission of Pre-Bid Queries, set forth the particulars thereof and submit them to DECT in writing in order that such doubt may be removed or clarifications are provided.
- i) Proposals should be submitted both in the form of hard and soft copy in English language only.
- j) Proposals must remain valid for 180 days after the submission date.

- k) Bids shall be received by DECT before the time and date specified in the RFP. Original copy of the EMD and hard copy of Technical Proposal shall also be submitted to:
Director, Employment & Craftsmen Training, Assam, Guwahati-781008.
- l) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. DECT may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on DECT's website.
- m) Bids received later than the due time and date mentioned in the RFP will not be considered for this procurement process.
- n) Bids received via telex, cable or facsimile will be rejected.
- o) The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member.

Compliant Bids / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
- i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out within this RFP.

Pre-Bid Meeting & Clarifications

Pre-bid Conference

- a) DECT may hold a pre-bid meeting with the prospective bidders on 15th October, 11.30 AM at Directorate of Employment & Craftsmen Training, Assam A.K.Azad Road, Rehabari, Guwahati-781008, Assam
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to **Director, Employment & Craftsmen Training, Assam A.K.Azad Road, Rehabari, Guwahati-781008** by post or email dect.iti.ppp@gmail.com on or before 12th October, , upto 4 PM.

- c) The queries should necessarily be submitted in the following format:

SL No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1			
2			
3			

Queries shall be submitted both in PDF and MS word format.

- d) DECT shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by DECT will endeavor to provide timely response to all queries. However, DECT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DECT undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, DECT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DECT may, at its discretion, extend the last date for the receipt of Proposals.

Key Requirements of the Proposal

Right to No Selection and right to Withdraw the RFP

- a) DECT may terminate the RFP process at any time and without assigning any reason. DECT makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by DECT. The bidder's participation in this process may result DECT selecting the bidder to engage towards execution of the contract.
- c) DECT reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by DECT will be full and final.

RFP Document

- a) RFP can be downloaded from the website of Directorate of Employment & Craftsmen Training, Assam, Rehabari, Guwahati-08; www.dect.assam.gov.in.

Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of **INR 5000** only, in the form of a Demand Draft issued by any of the nationalized Scheduled Commercial Bank in favor of **Director, Employment & Craftsmen Training, Assam**, payable at Guwahati, and should be valid for 12 months from the due date of the tender / RFP.
- b) In case of JV/ Consortium, the EMD should be submitted by the **Lead Bidder**.
- c) EMD of all unsuccessful bidders would be refunded by DECT within 6 months of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure Format V.
- d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- g) The EMD may be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
 - If a bidder withdraws its Proposal during the period of Bid/Proposal validity
 - If the Selected Bidder fails, within the specified time limit:
 - to sign the Contract Agreement and/or
 - to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract Agreement

Consortiums

Consortium is allowed provided the below conditions are satisfied in its entirety:

- a) Maximum of 3 companies can come together to form a Consortium.
- b) As a part of Technical Proposal submitted by Consortium, the Consortium shall provide an agreement between the Consortium Members clearly stating the roles and responsibilities of each Consortium Member. Clarity amongst roles and responsibilities of consortium members will be part of evaluation of technical proposal. Lack of clarity in roles and responsibilities in technical proposal may render the bid as non-responsive and may lead to disqualification of bid.
- c) The Consortium Members must identify a Lead Bidder among the Consortium Members who will be liable for the entire scope of work under this RFP and risks involved thereof.
- d) The non-Lead Bidder Consortium Member will be liable for the scope of work for which they are responsible for along with the Lead Bidder i.e. liability will be limited to the value of the specific scope of work; while the Lead bidder will carry the liability for the entire scope of work and risks involved thereof.
- e) Each entity can be a member of only one Consortium for this RFP.
- f) All consortium members must be part of the contractual arrangement between themselves before submitting the bid. Executed Consortium agreement needs to be enclosed with technical proposal.
- g) None of the members of the Consortium should be a blacklisted entity by any Government Agency.
- h) Any change in the consortium member later should not be allowed for cases where the consortium has benefited from the non-lead bidders' credentials/ experience.
- i) All Consortium Members should be registered legal entities in India and have signed Consortium Agreement as provided in this RFP.

Preparation and Submission of Proposal

Submission of Proposals

- a) Bidders are required to submit the bid in both offline and online mode. The offline documents are to be submitted in a single cover envelope. It should be duly sealed and signed. Also, a scanned copy of these original documents needs to be submitted via e-mail in a single PDF document.
- b) Bidders should submit their responses as per the formats given in this RFP.
- c) The Bidder has the option of sending the bid either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. DECT shall not be responsible for any delay in receipt of the bid.

- d) All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it must be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.
- e) The cover of the envelope should clearly indicate 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 found to be received after the time and date of Bid submission prescribed herein.
- f) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- g) The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.

5.6.2 Zero Deviation This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

5.6.3 Proposal Preparation Costs The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DECT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

DECT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

5.6.4 Site Visit The Bidder may visit and examine any of the listed buildings of DECT for this RFP and obtain for itself on its own responsibility all information on the existing structures and its conditions that may be necessary for preparing the Proposal document. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at Bidder's own expense.

5.6.5 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English

language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal documents, the English translation shall govern.

5.6.6 Deadline for Submission of Proposals Last date and time for submission is 31st August 2020, 5 PM. Proposals, in its complete form in all respects as specified in the RFP, must be submitted offline in a sealed cover on or before the above mentioned date & time. Offline submission should be sent to the below address:

Director, Employment & Craftsmen Training, Assam
A.K.Azad Road, Rehabari
Guwahati-781008, Assam

A soft copy of the proposal should be also submitted to dect.iti.ppp@gmail.com by 31st August 2020, 5 pm. Even if the hard copy does not reach the above-mentioned address by the specified date, the soft copy shall be considered for submission only. However for evaluation to be considered, hard copy must reach the O/o of Director, Employment & Craftsmen Training, Assam A.K.Azad Road, Rehabari, Guwahati-781008, Assam.

5.6.7 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) DECT shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) DECT reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.7 Evaluation

5.7.1 Evaluation Process

- a) DECT will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by DECT shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals based on deviations.

f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.7.2 Tender Opening

The Proposals submitted up to 31st August 2020, 5 PM will be opened on 1st September, 2020, 11.30 AM by the officer (s) authorized by DECT, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal. The details of bonafide representatives must be sent to DECT on letterhead of the company signed and stamped by authorized signatory.

5.7.3 Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Proposal.

5.7.4 Proposal Evaluation

a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive, if Proposals:

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b) All responsive Bids will be considered for further processing as below.

DECT will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

5.8 Performance Security/ Performance Bank Guarantee (PBG)

a) On receipt of a Letter of Acceptance (“LoA”) from DECT, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to INR 10 Lakhs defined in this RFP on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, DECT may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a demand draft, or a bank guarantee from any of the scheduled nationalized banks in the format prescribed at Annexure Format V.
- be confirmed for payment by the branch of the bank giving the bank guarantee at Guwahati

c) In case of a JV/ Consortium, the Performance security amount should be that of the Lead Bidder ONLY.

d) The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to DECT:

i. If the Successful Bidder is not able to submit Project Sanction Documents to the satisfaction of DECT.

ii. If the Successful Bidder is not able to commission the projects to the satisfaction of DECT, for which allocation letter/sanction letter has been issued.

iii. If power producer is not able to pay penalty on account of not meeting CUF of minimum 14% in any year subject to acceptable degradation in modules as per tender.

iv. In all the above cases corresponding allocated capacity shall stand cancelled.

v. Termination of Power Purchase agreement due to Power Producer's default.

e) The Performance Security shall be valid for the entire period of the Project (i.e. 10 years).

f) The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.

g) Successful bidder shall submit the Performance Bank Guarantee and shall sign the Contract with DECT within 30 days of date of signing of allocation letter.

6 General Conditions of Contract (GCC)

6.1 Scope of Work

6.1.1 Details of work

- a) The scope of work for the bidder include establishment by providing adequate numbers of Trained Faculties/Staffs (as is where is basis), operation and maintenance of 24 nos. of ITIs in Assam including electrification charges, water charges, municipality charges etc. are to be borne by the selected parties.

- b) The bidder may introduce new courses also in addition to existing trades including short term NSQF courses with approval of Director / Government.
- c) Bidder shall be responsible for all the works related to Commissioning and Operation for ten (10) Operational years of the Project including all kinds of maintenance. In no case, DECT or Nodal Agency shall be responsible to pay or increase in tariff for any work related to Project including maintenance works etc.
- d) The bidder shall submit detailed planning of time bound smooth execution of Project, the bidder shall carry out performance testing of the completion and successful commissioning of the Project.
- e) The bidder shall be responsible for coverage of risk liability of all personnel associated with implementation and realization of the Project. No liabilities whatsoever can be passed to the Nodal Officer / DECT / Government
- f) Bidder will be allowed to charge 50 per cent of the enrolled students at the rate of Rs. 16500/- per annum as per approved Government IMC (Institute Management Committee) rates and for the remaining 50 per cent of the enrolled students the fees charged should not be more than Rs. 48,000/- per annum inclusive of all charges excluding accommodation. Enrollment of Trainees shall be as para 2 (a) & (b)

The following is the broad scope of work for Preferred Bidder. Detailed scope of work shall be incorporated into the agreement to be signed with the private partner. Based on the modifications on the national guidelines and state priorities, DECT may modify the scope in accordance to the same.

1. Equipping: The Preferred Bidder shall be required to ensure the infrastructure readiness for the skill training program including but not limited to construction, establishment or renovation of the required infrastructure and deployment of required resources including human resources, tools and equipment for the operations of ITI.

2. Mobilization of Trainees

- a) The mobilization will be through the Online Admission process of the DECT.
- b) If after completion of the Online Admission process seats remain vacant then the Private Partner engaged will be able to mobilize the candidates against the vacant seats at their own cost.

3. Curriculum

- a) Curriculum must be based on NSQF Curriculum and SCVT & NCVT approved courses.
- b) The training curriculum must have mandatory modules on soft skills including career counseling, computer literacy, financial literacy and entrepreneurship.

6.2 Liquidated Damages (LD) for Delay in Project Implementation

- a) DECT will issue the Letter of Acceptance (LOA) for the Project indicating the Scheduled

Commercial Operation Date (SCOD). The Bidder shall complete the design, engineering, supply, storage, civil work, erection of suitable raised structure, testing & commissioning of the project within 6 months from the date of issue of LOA.

If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited.

Ex: If project is delayed by 30 days then the Liquidated Damages (LD) will be levied as given below.

Liquidated Damages (LD) = [(Performance Security/180 days) x delayed days]

6.3 Applicable Law & Settlement of Dispute

- a) The Contract shall be interpreted in accordance with the laws of the Union of India.
- b) The Successful Bidder/ Contractor and the Purchaser shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between Nodal Officer of Purchaser/Purchaser and the Authorized Official of the Service Provider. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in “Guwahati” and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- d) The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- e) If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned and a substitute shall be appointed in the same manner as the original arbitrator.
- f) The arbitrators shall hold their sittings at “Guwahati”. The arbitration proceedings shall be

conducted in English language. Subject to the above, the courts of law at “Guwahati” alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

g) The Successful Bidder/ Contractor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

6.4. Force Majeure

- a) Notwithstanding the provisions of clauses contained in this RFP document, the DECT shall not forfeit (a) Security deposit for delay and (b) termination of contract; if Successful bidder/ Contractor is unable to fulfill his obligation under this contract due to force majeure conditions.
- b) For purpose of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a “Force majeure” situation exists or not, shall be decided by DECT and its decision shall be final and binding on the contractor and all other concerned.
- c) In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, DECT has the right to terminate the contract in which case, the security deposit shall be refunded to him.
- d) If a force majeure situation arises, the Contractor shall notify DECT in writing promptly, not later than 14 days from the date such situation arises. The Contractor shall notify DECT not later than 3 days of cessation of force majeure conditions. After examining the cases, DECT shall decide and grant suitable additional time for the completion of the work, if required. As per the relevant law, in event of a disagreement between parties on existence of force majeure event, arbitration shall decide.

6.5 Language

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between DECT and the bidder shall be in English language.

6.6 Other Conditions

- a) The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of DECT in writing.

- b) The Successful bidder or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of DECT.
- c) The Successful bidder or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- d) DECT will not be bound by any Power of Attorney granted/ issued by the Successful bidder or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by DECT after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

6.7 Successors and Assignees

In case DECT or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

6.8 Severability

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.9 Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

6.10 Rights & Remedies under the Contract Only for the Parties

This contract is not intended & shall not be construed to confer on any person other than DECT & Successful bidder hereto, any rights and / or remedies herein.

6.11 Correspondence

Bidder requiring any clarification of the bid documents may contact by email or phone.

Name	Email	Contact No.
Director, Employment & Craftsmen Training, Assam	dect.iti.ppp@gmail.com	0361-2637959

Verbal clarifications and information given by DECT or its employees or its representatives shall not be in any way entertained.

7. Eligibility Criteria

7.1 Eligibility of the Bidders

- An eligible Bidder must be a legal entity in the form of Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust.
- Bidder could be either a Single entity or a Consortium of not more than 3 members.
- In case of consortium, a lead member shall be notified through a Power of Attorney.

7.2 Technical Eligibility Criteria

Sl.No.	Particulars	Documents required
1	Must have experience in running vocational training course during last 3 years of 2016-17, 2017-18, 2018-19.	Incorporation certificate of the firm, registration certificate and consortium agreement (if applicable) along-with work orders, MoAs and letter of award.
2	Annual turnover of Rs. 1 crore for each of the last FY 3 years of 2016-17, 2017-18, 2018-19	Audited financial statements/CA certified true copy stating the turnover.
3	Bidder should have trained 100 students in each of the last 3 years in respect of long-term courses of 1-year duration and in case of short-term courses bidder should have trained minimum of 500 students in each year for the last 3 years of 2016-17, 2017-18, 2018-19.	Work completion certificate.
4	Bidder should have placed minimum of 50 per cent of the students trained every year in each of the last 3 years of 2016-17, 2017-18, 2018-19.	Documentary evidence should be submitted.
5	No bidder/consortium members should have been blacklisted by any State Government or Central Government agencies or corporations governed by them.	Self-declaration in a notarized document.
6	No bidder/consortium members should have been involved in any fraudulent activities.	Self-declaration in a notarized document.

8 Evaluation criteria

The evaluation shall be conducted for a total score of 100 marks.

Sl.No.	Particulars	Marks allotted	Maximum Marks
1	Training Track record – Short Term		20
	Upto 500 students	5	
	>500 students to 2000 students	10	
	> 2000 students	20	

2	Training Track record – Long Term		20
	Upto 100 students	5	
	>100 students to 300 students	10	
	> 300 students	20	
3	Employment Track record		20
	Upto 50 % placement	5	
	Upto 60 % placement	10	
	More than 60 % placement	20	
4	Turnover		20
	Upto Rs. 1 crore	5	
	>Rs. 1 crore to Rs. 3 crore	10	
	More than Rs. 3 crore	20	
5	Approach & Methodology towards the project including project plan & proposed set up and staffing plan		20

9 Award of Work

The ITIs shall be awarded to the parties who has achieved the highest Technical Score. The scores of the parties shall be arranged in descending order.

10 Notification of Award

- a) Prior to the expiration of the validity period, DECT will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, DECT may like to request the bidders to extend the validity period of the bid. In the event of DECT not notifying the bidders and no intimation has been sent by the bidders indicating their desire not to extend the bid validity period, bid validity shall be deemed to have been extended by additional 180 days after expiration of previous validity period.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, DECT will notify each unsuccessful bidder and return their EMD.

ANNEXURES

Form 1: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Ref.No.: Date:

From.....(Insert name and address of Bidding Company)

.....

.....

Tel.:.....

Fax:.....

E-mail address:.....

To,

Director, Employment & Craftsmen Training, Assam
A.K.Azad Road, Rehabari
Guwahati-781008, Assam

Sub: Bid for Selection of Private Partner to Establish (as and where basis), Operate & Maintain 01(one) No. of Industrial Training Institutes (ITIs) at Bokajan, Karbi Anglong, Assam by Private Agencies.

Dear Sir,

We, the undersigned.... [insert name of the ‘Bidder’] having read, examined and understood in detail the RFP Document for **Selection of Private Partner to Establish (as and where basis) , Operate & Maintain 01(one) No. of Industrial Training Institutes (ITIs) at Bokajan, Karbi Anglong, Assam by Private Agencies** hereby submit our Bid comprising of Technical Bid. We confirm that neither we nor any of our Parent Company / Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the tender datedand RFP Documents attached thereto, issued by DECT, as amended. As a token of our acceptance to the RFP Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.

1 Bid Capacity

We have bid for the total capacities in various sites as specified in this tender document and

have accordingly submitted our RFP for the same.

2 EMD

We have enclosed an EMD of Rs..... (Insert Amount), in the form of Demand Draft dated..... [Insert date of DD] from..... (Insert name of bank providing DD) and valid up toin terms of Clauseof this RFP.

3 In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the affect that neither we have availed nor we shall avail in future any Achievement linked incentive other than received from DECT for implementation of the project.

4 Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by DECT in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

5 Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

6 Contact Person

Details of the contact person are furnished as under:

Name	
Designation	
Company	
Address	
Phone No.	
Fax No.	
E-mail address	

7 We are enclosing/attaching herewith the Envelope-I (Covering letter and EMD) Envelope-II (Technical bid documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP

and subsequent communications from DECT. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and

understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 180 days from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the day of, 20.....

Thanking You,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

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: 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 athas the following average annual turnover during last three financial years starting from FY 2016-17, 2017- 18 and 2018-19 as mentioned below:

S.No	Financial Year	Annual Turnover (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	

Signature

Chartered Accountant firm
Membership No

Contact

Seal

Format IV

DRAFT AGREEMENT

To Establish (as and where basis) , Operate & Maintain 01(one) No. of Industrial Training Institutes (ITIs)at Bokajan, Karbi Anglong, Assam

BETWEEN

[Name of Party]

And

Directorate of Employment And Craftsmen Training

This Agreement is executed at Guwahati, Assam this ____ day of _____, 2020 between [Name of Party], hereinafter referred to as the “[insert]”(which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by its Secretary/ Principal Secretary as the party of the “**First Part**”

And

Directorate of Employment And Craftsmen Training, having its office at **A.K.Azad Road, Rehabari Guwahati-781008, Assam**(which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by its Director as the party of the “**Second Part**”.

Party of the First Part, Second Part are also referred to individually as “Party” and collectively as “Parties”

And

Whereas in pursuance of [Name of work] , the party of First Part has expressed its willingness and submitted its proposal to be handed over to [Name of Party] for the purpose of Establish (as and where basis) , Operate & Maintain ____ Industrial Training Institutes (ITIs) in Assam.

The first party is the absolute lawful owner and in peaceful possession of the premises.

NOW THEREOF IN CONSIDERATION OF THE ABOVE AND MUTUAL CONVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERE TO AGREE AS FOLLOWS:

A. Background:

1. DECT invites responses (“Bids”) to this Request for Proposals (“RFP”) for Selection of Bidder to Establish (as and where basis), Operate & Maintain 24 Nos. of Industrial Training Institutes (ITIs) in Assam by Private Agencies for a period of 10 years
2. The First Party’s motive is to benefit the unemployed youths of the State of Assam by catering to skilling needs of the youths of the State for enhancing their employability. To this end it has identified unutilized infrastructure under its possession and make it available for use in skilling of the youth.
3. Keeping in view the above for optimizing use of available infrastructure and facilitating provision of training, this agreement is hereby made between the **[Name of Party]** and **Directorate of Employment And Craftsmen Training (DECT)** to assist it in achieving its objective as mentioned under point 1 above. This will allow for identified premise to be used for conducting trainings under various programs sanctioned as per schemes released from time to time by DECT or other Government departments.
4. Validity of the Agreement/Period of the Agreement shall be for a period of 10 years, unless terminated earlier.
5. All training norms under NCVT (National Council of Vocational Training)/ SCVT (State Council of Vocational Training) are to be scrupulously followed. All instructions regarding functioning of ITI issued by Government of India and Government of Assam will be complied with.

NOW THEREFORE IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. Responsibilities of parties:

Responsibilities of First party

- a) First party will provide the permission to utilize the unused buildings and other infrastructures on as is basis of this agreement to the Second Party.
- b) All the utility bills (electricity, water etc. if any) related to agreement period and related to such taken over premises will be borne by Second Party directly.

- c) The First Party is in agreement to provide for needful use of path, water, air, electricity as per rule of relevant time to the said premises on payment of due charges by the Second Party.
- d) The First Party shall claim any charges or fees that the Second Party may collect with respect to use or conduct of skill training in the said premises.
- e) The First Party can add other unused buildings and infrastructures to those already mentioned under Annexure I through a letter as an addendum to the Annexure I.

Responsibilities of Second party

- a. Shall utilize the premise specifically for the purpose for which the premise has been handed over.
- b. Maintain the handed over premise with all its available infrastructures diligently.
- c. The Second Party shall not make any structural alterations/modifications to the handed over premise/s without the information and permission of the First Party. However, no permission of the First Party is required for fixing wooden partitions, cabins, counters, false ceiling and fix other office furniture, fixtures, electrical fittings, air conditioners, exhaust fans and other fittings and office gen-sets, etc. as per the need and which will not affect the permanent structure in any manner.
- d. The Second Party shall have the right to remove, at the time of vacating the said premises, all furniture, training materials/machines/equipment counters, all other furniture put up by the Second Party after payment of all dues to the First Party, if any.

2. Period of contract, exit clause and Renewal:

This agreement shall take effect on the date hereof and shall remain in full force and effect for a period of three years starting from the effective date and can be further extended, based on the mutual understanding. This agreement can be terminated by either of the Party by giving six months' notice.

In the event any termination is made by any party, the Second Party shall be allowed to complete the ongoing batches of the Training Program and to close its activities in best possible manner.

The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued, or liabilities and duties imposed on the Parties of this Agreement.

First Party may be allowed to utilize, all furniture, training materials/machines/equipment counters (Workshop/Laboratory/Classroom) established by the second party, if required by taking prior approval from the second party in the event of termination of agreement.

3. In case of arising of any disputes out of Agreement, same shall be resolved in a Court of law within the jurisdiction of Civil Court of Kamrup(M), Assam

4. Notices:

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or sent by postage addressed to the following:

For First Party:

Full Address:

.....

For Second Party:

Full Address:

.....

5. **Indemnification:** Each Party hereby agrees and undertakes that it shall be defined, hold harmless and indemnity the other Party against all losses, damages, costs, expenses or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement.

6. Dispute Resolution:

(i) All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration to be conducted by Director, Employment & Craftsmen Training, Assam. The place of the arbitration shall be at Guwahati. The settlement prescribed out of this arbitration shall be binding on all the parties concerned.

7. By virtue of this Agreement, no party shall become the agent of other and the arrangement as per this Agreement shall be on the basis of Principle to Principle.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

<p>For: [Name of Party]</p> <p>Signature and Stamp:</p> <p>Name:</p> <p>Designation:</p> <p>Date:</p> <p>Place:</p>	<p>For: Directorate of Employment and Craftsmen Training Signature and Stamp:</p> <p>Name:</p> <p>Designation: Director</p> <p>Date:</p> <p>Place:</p>
<p>Witnesses:</p> <p>1.</p> <p>2.</p>	<p>Witnesses:</p> <p>1.</p> <p>2.</p>

Format V

Performance Bank Guarantee

To

Director, Employment & Craftsmen Training, Assam

A.K.Azad Road, Rehabari

Guwahati-781008, Assam

Phone No.: 0361-2637959

E-mail: dect.iti.ppp@gmail.com

In consideration of Director, Employment & Craftsmen Training, Assam (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Private Partner'. Which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Purchaser's Purchase Order/Agreement No.....dated.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words) for[Name of the work] and the Private Partner having agreed to provide a Performance Guarantee for the faithful performance of the entire Contract equivalent to [value in figures and words] towards the aforesaid work under the Purchase Order/Agreement.

WHEREAS:

- A. **Director, Employment & Craftsmen Training, Assam**, acting through {..... }, and having its head office at Directorate of Employment & Craftsmen Training, Assam A.K.Azad Road, Rehabari Guwahati-781008, Assam (hereinafter referred to as the "**Authority**" or, which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

{***** Limited}, having its registered office at {insert} represented through its ***** (hereinafter referred to as the “**Private Partner**”, which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Authority and the Operator are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

- B. The Agreement requires the Operator to furnish a Performance Bank Guarantee to the Authority in a sum of Rs (Rupees in words only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement Period (as defined in the Agreement).
- C. We, through our Branch at (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator’s obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of the **Director**, that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank,

whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Operator for the fulfillment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of 60 days beyond the Agreement Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [*] year and [*] months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed thisday of, 20.....At

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Notes:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch