



ASSAM POWER GENERATION CORPORATION LIMITED

INVITES

REQUEST FOR PROPOSALS(RFP)

FROM QUALIFIED AGENCIES

FOR

"EMPANELMENT OF TRAINING SERVICE PROVIDER TO CONDUCT SKILL DEVELOPMENT TRAINING PROGRAMME" UNDER COMBINED RESETTLEMENT AND TRIBAL DEVELOPMENT PLAN (CRTDP) TO BE IMPLEMENTED BY ASSAM POWER GENERATION CORPORATION LIMITED FOR LOWER KOPILI HYDRO ELECTRIC PROJECT-DIMA HASAO AND KARBI ANGLONG.

Issued by

Assam Power Generation Corporation Limited.
3rd Floor, Bijulee Bhawan
Paltan Bazar, Guwahati-781001
Web: www.apgcl.org
Date of Issue:

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Abbreviations	
ADB	Asian Development Bank
MFF	Multi Tranche Financing Facility
APGCL	Assam Power Generation Corporation Limited
LKHEP	Lower Kopili Hydro Electric Project
SIA	Social Impact Assessment
IPP	Indigenous Peoples Plan
APs	Affected Persons
PAF	Project Affected Family
NSDC	National Skill Development Corporation
SSC	Sector Skill Council
NCVT	National Council of Vocational Training
UGC	University Grants Commission
TSP	Training Service Provider
CRTDP	Combined Resettlement and Tribal Development Plan
LA 2013	The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013
NGO	Non-Governmental Organisation

Disclaimer

All information contained in this document, subsequently provided/ clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. APGCL reserves the right to cancel this document, and/or invite afresh proposals with or without amendments to this document without liability or any obligation for such document, and without assigning any reason. APGCL reserves the right to take final decision regarding award of contract.

Submission of proposal doesn't guarantee empanelment or allocation of work. Under no circumstances will the APGCL be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly by application or non – application to this proposal.

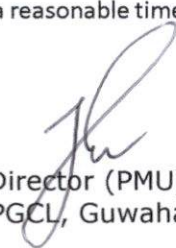
Data Sheet

Detail Schedule of invitation of RFP for "Training Service Provider to Conduct Skill Development Training Programme" under Combined Resettlement and Tribal Development Plan (CRTDP) to be implemented by Assam Power Generation Corporation Limited for Lower Kopili Hydro Electric Project in the Districts of Dima Hasao and Karbi Anglong.

S. No	Information	Details
1.	RFP Inviting Authority	Project Director (PMU), LKHEP Assam Power Generation Corporation Limited Bijulee Bhawan, Paltan Bazar Guwahati- 781001
2.	Purchaser/Client	Assam Power Generation Corporation Limited
3.	Name of RFP	RFP for empanelment of training service provider to conduct Skill development training programme" under Combined Resettlement and Tribal Development Plan (CRTDP) to be implemented by Assam Power Generation Corporation Limited for Lower Kopili Hydro Electric Project-Dima Hasao and Karbi Anglong
4.	Contact details of RFP Inviting Authority	Project Director (PMU), LKHEP Address: Bijulee Bhawan, Paltanbazar Guwahati-781001E-mail id: mridul.saikia@apgcl.org
5.	RFP Availability	RFP can be downloaded from https://assamtenders.gov.in
6.	Response to pre bid queries	Prebid meeting shall be organised if required and queries can also be submitted to mail id provided below. E-mail id: mridul.saikia@apgcl.org
7.	Last date, time (deadline) and venue for receipt of online proposals on E-Tender portal in response to this RFP	04.07.2023 at 03:30PM.
8.	Date and time of Opening of Financial Bid	Financial bids of all the technically qualified proposals will be considered. Date and time of opening of financial bid shall be intimated later.
9.	Bid validity period	120 days from the date of opening of the bid
10.	Contract period	545 days (Including handholding period)

Important Points:

1. The RFP is to be submitted within the stipulated time on the date specified above.
2. Conditional or incomplete RFPs shall be summarily rejected.
3. APGCL may update, amend or supplement information in this RFP document without assigning any reasons. All such updations, amendments and/or supplements shall be duly notified within a reasonable time on E-Tender portal.


Project Director (PMU), LKHEP
APGCL, Guwahati-1

Section 1: Project information and requirements of RFP

A. Overview

The Lower Kopili Hydro Electric Project (LKHEP) being implemented by Assam Power Generation Corporation Ltd is funded under a multi tranche financing facility (MFF) of Asian Development Bank (ADB). The objectives of the investment will be to achieve increased adequacy and efficiency of power system, including renewable energy in Assam.

The proposed Lower Kopili Hydro Electric Project will be located in the Dima Hasao and the Karbi Anglong autonomous districts in the Assam State of India. The two autonomous districts are the hilliest, remotest, and most undulated districts in Assam. There are sixteen villages to be affected by various project components.

The socioeconomic and cultural aspects of the affected Peoples and their communities were examined through the social impact assessment (SIA) that was conducted in the project area in December 2015. The purpose of the SIAs is to (a) ascertain whether the project is economically and socially sustainable, (b) suggest appropriate measures to avoid or, at least, to mitigate potential adverse project impacts on the project-affected communities and persons, and (c) propose ways and means in which the APs could benefit from the project.

Socioeconomic Impacts. Civil works to be undertaken for construction of the lower Kopili Hydro Electric Project entails acquisition of land belonging both to government and private owners and thereby having an impact on Involuntary Resettlement. As per ADBs requirement and policy of the Government of India, a combined Resettlement and an Indigenous Peoples Plan (IPP) has been prepared for the Lower Kopili Hydro Electric Project for rehabilitating the affected people.

Income Restoration and Rehabilitation. A key objective of CRTDP is to improve, or at least to restore, the livelihoods of all physically or economically displaced households and persons of the project in real terms relative to pre-project levels, and to improve the standard of living of the displaced poor and other vulnerable households. The acquisition of land and other project interventions in their communities will, at least, initially diminish their incomes, and cause losses to their livelihood resources. The project will support alternative income generating schemes and enhancement of current livelihood resources of the affected households, so that they can either continue their previous occupations or start new livelihoods with potential better incomes. As per the second schedule of the Act of 2013, the provisions of the following assistance to APs to restore and improve income are mandatory.

All affected households earned their livelihood from the cultivation of small and marginal land. Therefore, they need special assistance to ensure that they will be able to reconstruct their livelihoods. In order to prepare appropriate and sustainable income restoration programs, it is necessary to identify the current skills and training needs of the Affected Persons. During the verification survey, APs will be specifically asked about the skill they already possess other than the one related to their current occupation. A livelihood survey among the affected households to ascertain what type of skills are available among them and how they could be related to the resource bases in the area and markets. Such knowledge help identify training needs of the APs. Based on the Livelihood Survey organize a series of skill training programs for the benefit of the APs which will allow them to identify income-generating activities. This would include establishing forward and backward linkages for marketing and credit facilities. The Service Provider in consultation with the APs, APGCL, district administration and other stakeholders in institutional financing and marketing federations will prepare micro-plans for income restoration activities. In case of upgrading agriculture productivity, the training

on technical know-how will be arranged as per the choices of the target group population. In case of generation of alternative livelihood schemes, felt needs of the target group population will be prioritized through consultations and interviews. Furthermore, these options will be tested for their viability against availability of skills, resource bases in the area, and available appropriate technology.

Assam Power Generation Corporation Ltd (APGCL) now invites REQUEST FOR PROPOSALS from Reputed Training Institute/Firm/Organisation/NGO/ Consortium /Joint Venture having extensive experience in Skill Trainings, Livelihood, etc other relevant experience in similar or multilateral funded projects for the assignment for:

“Empanelment of Training Service Provider to conduct Skill Development Training programme”

Note: Assam Power Generation Corporation Limited (APGCL) has already engaged an NGO viz. Consultants for Rural Area Development Linked Economy (CRADLE) JV with GUS for the “Implementation of Combined Resettlement and Tribal Development Plan (CRTDP)” for Lower Kopili Hydro Electric Project. The NGO shall assist the Training Service Provider for identifying suitable candidate for proper training program and will facilitate the training program for smooth conduction of the same. Moreover, the NGO will be responsible for evaluation of performance of Training service provider along with APGCL.

B Eligibility criteria

1. The Institutions/organizations should compulsory be an independent legal entity registered in India as per regulations of the Govt, of India. (Supporting documents is to be provided)
2. National Skill Development Corporation (NSDC)/Sector Skill Council (SSC) accredited firms. (Supporting documents is to be provided)
3. Private Educational Institutions recognized under University Grant Commission (UGC), National Council of Vocational Training (NCVT). (Supporting documents is to be provided)
4. Training Service Providers -company/firm/organization/Non -Government Organization (NGO)/trust/society/Proprietorship/Partnership Firms/Industry affiliated organizations should fulfil the following criteria (Supporting documents against each point is to be provided).
 - a. At least FIVE years of experience in providing skill development trainings. (Work completion certificate is to be provided.)
 - b. Should have trained & placed at least 300 candidates in last three years. (Documentary evidence fulfilling the criteria is to be provided.)
 - c. Should have experience of conducting training in Assam or other north eastern states under any skill development related schemes particularly in Agri and allied sectors, funded by Government of India or Government of Assam. (Work Order/Work completion certificate is to be provided.)
 - d. The agencies should follow standard curriculum for the skill training courses as per NCVT/National Skill Qualification Framework (NSQF) guidelines. (Previously executed skill training curriculum to be submitted.)
 - e. Should have permanent Infrastructure (on rent/lease for three years) in Assam (Rent agreement/lease agreement or patta to be submitted.)

f. In case of Non-Governmental Organizations/societies/industry affiliated organizations should have average annual turnover of Rs. 80 Lakhs (excluding grants/Donations) of last 3 years. (CA approved balance sheets to be provided for the years 2019-20,20-21,21-22)

g. Unique ID for NGOs/VOs through NGO-Darpan portal of NITI Aayog is mandatory. (Supporting documents is to be provided)

C. Purpose of RFP

1. APGCL intends to select an Agency as its TSP, in accordance with the method of selection specified in the Data Sheet.
2. The bidders are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for Training services required for the assignment named in the Data Sheet.
3. The bidders are expected to familiarise themselves with the local conditions and take them into account in preparing their proposals including attending Pre-Bid Meeting.
4. Attending the pre-bid meeting is optional and is at the expense of the concerned bidder.
5. APGCL shall timely provide, at no cost to the Agency, the inputs including relevant project data and reports required for preparation of the TSP's proposal as specified in data sheet.

D. Scope of work

Scope of the work shall include training to the Project Affected Persons (**Approx. 500 nos.**) on the below mentioned Potential Income-Generating Activities in a Government/ Non-government institute for sustainable income restoration.

Sl. No.	Trade
1	Beekeeper
2	Medicinal Plants Grower
3	Mushroom Grower (Small Entrepreneur)
4	Nursery Worker
5	Goat Farmer
6	Piggery Farmer
7	Small Poultry farmer
8	Spice Crop Cultivator
9	Self Employed Tailor
10	Sewing Machine Operator
11	Automotive Service Technician
12	Commercial Vehicle Driver Level 4
13	Mason General
14	Carpenter Wooden Furniture
15	Manual Metal Arc Welding/ Shielded Metal Arc Welding
16	Fitter-Fabrication
17	Assistant Electrician
18	Electrician Domestic Solutions

Section 2: Training service provider requirement and qualification

A. Requirements of Training Partner

1. Institutions have to follow the course curriculum as per the Modular Employable Skills National Occupational Standards (NOS) - National Skill Development Corporation (NSDC).
2. Training Centre preferably should have the stipulated infrastructure (Class room, power, Lab, Broadband, Power Backup, Training aids, Firefighting Equipment, First Aid, Canteen, Washroom Facilities, Copying Equipment, Proper Sitting Arrangement, Drinking Water etc. and equipment's as per SMART Affiliation and Accreditation Guidelines to ensure skilling as per the standards prescribed in the course curriculum/trade.
3. Trainers/faculty are to be selected/available for the training programme having the pre-requisite qualifications specific to the trade as per Scheme Guidelines i.e., SMART NSDC.
4. The Training Providers shall be expected to detail the design, organize, conduct and monitor phases of Training Program/Modules.
5. The Training is to be provided batch wise.

B. Pre-requisites of the training programme

In order to conduct effective training, clear and achievable goals are to be fixed. This will help increase useful/practical activities to help the candidates to reach their respective goals.

1. To choose clear, achievable and measurable goals

Next is to outline the main objectives of the training programs so to accomplish it during the session. These goals should be clear, achievable and measurable.

2. To use different learning styles

Everyone acquires knowledge and information in different ways. Some people learn best by seeing, some by listening, and some by doing. So, by tailoring all the different learning styles like

- Power Point presentations, videos and handouts
- Preparing role-play activities or hands-on demonstrations
- Proper room that can be audible to all the learners
- This will add a variety of content and will be more effective to the candidates.

3. To have proper training materials

Training materials are essential in training programmes which help the candidates to have a clear knowledge about the topic that is discussed in the sessions. The materials act as an agenda and a form of guidance.

4. To have evaluation of the training

It is a systematic process to analyse whether the training programs and initiatives are effective and efficient. It can be viewed as a method of measuring a change in knowledge, skills, attitudes, job performance, and the quality of the training facilities.

5. Assessment and Certification

Assessment is to be done for the Skill Development Programmes (SDPs) only. It is to be done on the last day after completing the training properly. One subject matter expert is to be engaged for different trades while conducting the assessment. According to the National Occupational Standards (NOS), the assessment is to be done in three parts that is Theory, Practical and Viva. Sector Skill Council (SSC) Certificate is to be awarded to the successful candidates. This certificate will be a great help to the candidates in future. As an appreciation for the successful completion of the training, the institute will also issue a course completion certificate to all the successful candidates.

6. Training methodology

A diverse methodology including lectures supported by PowerPoint presentation, assignment, case studies, experience sharing of successful entrepreneurs and trade specific practical training etc. is to be adopted as a part of training. Class materials should be given to the candidates. These class materials will help them in clearing their doubts, for future reference and also will be helpful at the time of assessment.

The training will be carried out in two stages:

- Off Farm training at the Institute.
- On Farm training at candidates' respective farms during Business Incubation & Handholding

7. Plan for post training support

After successful completion of the Skill Development Programmes (SDPs) the candidates will be supported with toolkits for their respective trades which will enable them to at least indulge in the practical and commercial field. The Institute will also support each candidate for a minimum period of 3 (three) months with incubation, handholding and mentoring support for launching and running their ventures. This support includes financial linkage, technical linkage, marketing linkage and helping in availing different statutory requirements like filing Udyog Aadhaar Memorandum (UAM), MSME registrations etc. Follow-up and monitoring meetings will be held in regular interval to find out the requirement and to provide help.

C. Qualification of the Bidder

1. It will be the bidder's responsibility to ensure that it meets the eligibility requirements and submit the bids as per the pre-qualification criterion established in this RFP.

1.1 Inability to meet the eligibility requirements or submission of inaccurate information shall lead to summary termination of agreement without any liability on part of APGCL to refund and/or reimburse any further payment to the TSP consequent to establishment of the fact of miss-representation or inaccurate representation.

2. Restrictions on Government owned enterprises – There are no restrictions on Government owned or managed enterprises, provided they meet the eligibility criteria as defined in this RFP. Government owned or managed agencies would need to support their bid by providing all relevant documents that it is competent and duly authorized by concerned competent authority of the Government to participate in a competitive bid for a contract under applicable laws or regulations as the case may be, and that its supervisory authority has the ability to exercise influence or control over the institution in such matters.

Section 3: General instruction to bidder

General Provisions

1. Definitions

1.1 "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Agency.

1.2 "Applicable Guidelines" means the policies of the Government of the Government of Assam governing the selection and Contract award process as set forth in this RFP.

1.3 "Applicable Law" means the laws and any other instruments having the force of law in India, as issued and in force from time to time.

1.4 "Client" means the implementing agency, i.e. APGCL that signs the Contract for the Services with the selected "Agency".

1.5 "Agency" means a legally-established professional Agency or an entity (inclusive of Joint Bidder) that is selected through the process outlined in this RFP to provide(s) Services to the Client under the Contract.

1.6 "Joint Bidder" means the consortium formed by a group of companies and submitted the joint bidding agreement in the Proposal whereby all the members of the consortium are severally liable to the Client for the performance of the Contract.

1.7 "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed in corresponding clauses

1.8 "Data Sheet" means an integral part of the Instructions to Agency (ITA) that is used to reflect specific assignment conditions

1.9 "Day" means a calendar day.

2.0 "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency, Consultant or Joint Venture member(s).

2.1 "State Government" means Government of Assam.

2.2 "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Agency's proposal.

2.3 "ITA" means the Instructions to Agency that provides the shortlisted Agency with all information needed to prepare their Proposals.

2.4 "LoI" means the Letter of Intent being sent by the Client to the shortlisted Agency.

2.5 "Non-Key Expert(s)" means an individual professional provided by the Agency or its Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

2.6 "Proposal" means the Technical Proposal and the Financial Proposal of the Agency/ Consortiums in response to the RFP.

2.7 "RFP" means the Request for Proposals to be prepared by the Client for the selection of Agency

2.8 "Services" means the work to be performed by the Agency pursuant to the Contract.

2.9 "ToRs" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

2. Conflict of Interest

2.1 The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

2.2 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

3. Corrupt and Fraudulent Practices

3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the entire Selection Process.

3.2 Notwithstanding anything to the contrary contained in this "RFP", APGCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

3.2.1 In such an event, the APGCL shall not be liable to refund and/or reimburse any payment to the Bidder.

3.2.2 If the bidder or the Agency as case may be, is found by APGCL to have indulged either directly or through an agent in any 'prohibited practices' (as defined at Section 1.2 above) during the process of bidding or after the issue of Letter of Agreement, or plainly put during any stage of its engagement with APGCL, APGCL shall without prejudice to any of its rights, shall immediately stop all payments including refunds and / or reimbursement.

3.3 For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them

3.3.1 "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt - offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the APGCL who is or has been associated in any manner, with the Selection Process or the Letter of Agreement or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the APGCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process

3.3.2 "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

3.3.3 "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly including through agents, any persons or property to influence any person's participation or action in the Selection Process;

3.3.4 "Undesirable Practice" means (a) establishing contact with any person connected with or employed or engaged by the APGCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (b) having a Conflict of Interest

3.3.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.4 APGCL requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth by the Govt. of Assam.

3.5 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

4. Preparation of Proposal

4.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail and ensure that all correspondence and documents relating to the Proposal exchanged between the Bidder and APGCL shall be written in English Language. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4.2 The Proposal shall comprise the documents listed in the Data Sheet. One Bidder shall submit only one Proposal.

4.3 It is mandatory to meet all the Pre-Qualification criteria mentioned in the Data Sheet.

4.4 The Prequalification or Technical Proposal shall not include any financial information. A Prequalification or Technical Proposal containing material financial information shall be declared non-responsive.

4.5 The bidder shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal nonresponsive.

5. Cost of Preparation of Proposal

5.1 The Training Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and APGCL shall not be responsible or liable for these costs, regardless of the conduct or outcome of the selection process.

5.2 APGCL is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Training Service Provider.

6. Proposal Validity

6.1 The Proposal submitted by the bidder must remain valid for at least 120 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by APGCL as nonresponsive bid. APGCL shall not request for extending the period of validity of the proposal.

6.2 The Bidder shall not change the Key Experts as submitted in response to the bid. The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. For any change request of Key Expert, the substitute

has to be an individual with similar / better experience & qualifications and accepted in writing by Project Director of APGCL.

6.3 If the client finds that any of the personnel have

6.3.1 committed serious misconduct, or have been charged with having committed a criminal action, or

6.3.2 have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Training Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

6.4 If any of the Key Experts become unavailable for the extended validity period, the Training Service Provider shall provide a written adequate justification and evidence satisfactory to APGCL together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The change in the Key Expert shall be done with the approval of the Project Director of APGCL.

7. Consortium and Sub Contracting

7.1 The bidder may bid as a single entity or as a consortium for the purpose of this RFP document.

7.2 Bids can be submitted by a consortium of firms and shall comply with the following requirements

7.2.1 A properly executed agreement, legally enforceable in India, signed by all partners of the joint venture. The Joint bidding agreement shall be signed so as to be legally binding on all partners.

7.2.2 One of the partners of consortium shall be nominated as Partner-in-Charge/Prime Bidder and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

7.2.3 The response to the Bid must contain a written declaration by the competent authority of all the consortium members that they have collectively agreed to respond to the Bid.

7.2.4 They have nominated the named entity as the Prime Bidder (as the leader of the consortium) and this nomination shall be evidenced by submitting a letter of authorization signed by legally authorized signatories of all the members of the consortium.

7.2.5 The Prime Bidder is to be authorized to receive instruction or communications from Client, authorized to incur liabilities and shall deliver all the provisions of the contract on behalf of consortium members.

7.2.6 All members of the Consortium shall be responsible and liable severally for the execution of its respective Scope of Work under Agreement in accordance with the terms and conditions of the Agreement.

7.2.7 The Consortium shall be responsible for submission of Performance Guarantees under the Agreement.

7.2.8 The consortium has to be unique, i.e., neither the Prime Bidder nor the Consortium Partner can be part of more than one consortium.

7.2.9 It will be Prime Bidder's responsibility to certify the work completed by the other consortium members.

7.3.0 Payments shall only be released to the Prime Bidder against his Invoices as per the Price schedule

7.3.1 The Prime Bidder should provide a declaration from all the consortium members that they have full property right or requisite right to use all intellectual property / tool they propose to supply or use in course of this project. The Prime Bidder must provide in writing the mechanism for decision making and dispute resolution among the Consortium members.

7.3.2 In case of consortium the eligibility criteria and proposal may be evaluated of the Prime Bidder / Lead Agency.

8. Clarifications and Amendments in RFP

8.1 The bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposal submission deadline.

8.2 Any request for clarification must be sent in writing, or by standard electronic means to APGCL address indicated in the Data Sheet.

8.3 APGCL will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to the concerned bidder. If APGCL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below

8.3.1 At any time before the proposal submission deadline, APGCL may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be binding on the concerned bidders.

8.3.2 If the amendment is substantial, APGCL may extend the proposal submission deadline to give the concerned bidders reasonable time to take an amendment into account in their proposals.

8.3.3 The Training Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Prequalification or Technical or Financial Proposal shall be accepted after the deadline.

9. Period of Contract

9.1. The contract period will be of 545 days. However, APGCL at its discretion and with the approval of its Executive Committee can extend the contract period for a maximum period of up to another six months. There would be a review of the progress and utility of TSP's engagement after every 30 days. The Work Plan would be required to be changed based on mutual agreement between the TSP and APGCL.

Section 4: Payment terms

The release of fund would be as per the below mechanism-

- **First instalment**

20% of the cost (excluding Business incubation & handholding Expenses) to be released as advance before the training commencement for field works against submission of BG of equivalent amount.

- **Second instalment**

35% of the cost (excluding Business incubation & handholding Expenses) shall be released on completion of 50% training of PAPs.

- **Third instalment**

35% of the cost (excluding Business incubation & handholding Expenses) shall be released on completion of the training remaining 50% of the PAPs and remaining 10% shall be released after commencement of the final assessment by the authorized & Certification Agency.

- **Fourth instalment**

70% of the Business incubation & handholding Expenses shall be released post-training after providing certification to the candidates and completion of the final assessment by the authorized & Certification Agency.

- **Fifth instalment**

The remaining amount equivalent to 30% of the Business incubation & handholding Expenses shall be released once the completion of tracking of post-training Business incubation & handholding and compliance is fulfilled for a period of 3 months.

Section 5: Information regarding bid submission

5.1 Bid data

The RFP document can be downloaded from <https://assamtenders.gov.in>. RFP Processing Fee and EMD shall be submitted online only during bid submission at <https://assamtenders.gov.in>. Submission of proposal shall be done in online mode only at <https://assamtenders.gov.in> and Technical and Price bids must also be submitted online at <https://assamtenders.gov.in>.

The bid shall be completed in two bid system as directed below:

Technical & un-priced commercial part -- Technical bid
Priced commercial part - Price bid

5.2 Technical and Un-priced Part – Technical Bid:

This part shall contain technical and commercial (Un-priced) bid including the following mentioned documents that has to be uploaded on <https://assamtenders.gov.in>:

- Technical & Commercial (Un-priced) parts of bidder's Offer.
- All requisite documents as per the Clauses of the tender document.
- Any other relevant document as required/requested for this tender.

Techno-commercial bid disclosing price shall be rejected.

5.3 Priced Part – Price Bid (BOQ):

Priced part (BOQ) shall contain "Offered Price" along with GST and shall be submitted online only at <https://assamtenders.gov.in>.

Price quoted by the bidder must be in INR.

Note:

- Bidders can quote their amount and L1 bidder shall be awarded the contract.

Section 6: Submission of Bid:

6.1 Technical & Un-priced and Priced parts of the Bid must be submitted in online mode only along with scanned copies of all supporting/requested documents at <https://assamtenders.gov.in>. The Bidder will be required to encrypt & sign its online bid using his own Digital Signature Certificate (Class- II or higher with both Signing and Encryption Certificates). Prospective Bidders must procure DSC before participating in the tenders. Bids are to be submitted at e-tender portal <https://assamtenders.gov.in> only. No Hard Copy of the bid to be submitted.

Note: Bidder shall upload 'Password Protected PDF files' of their submitted Technical Bid to the portal in order to maintain confidentiality of all documents submitted in response to their Technical & Unpriced Bids. The password must be emailed to APGCL on the day of Technical Bid opening. The email Ids to which the password is to be mailed are:

- mridul.saikia@apgcl.org
- akshay.talukdar@apgcl.org

6.2 Date and Time of Bid Submission:

Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender or any extension thereof as duly notified in writing by APGCL.

6.3 Queries:

For any query regarding the tender, bidder shall email at:

- mridul.saikia@apgcl.org
- akshay.talukdar@apgcl.org

6.4 RFP Processing Fee & Earnest Money Deposit (EMD) –

The RFP Processing Fee @Rs.5000.00 shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>. EMD@₹5,00,000(Rupees Five Lakhs Only) shall be deposited online during bid submission.

Section 7: BID Opening:

Section 7.1 Opening of Techno-commercial & Un-priced Part of Bid:

- i) On the date and time mentioned in 'RFP, the Technical and Un-priced Commercial Part will be opened in the office of the Chief General Manager (PP&I) cum Project Director (PMU) APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati, Assam, Pin-781001.
- ii) In the event the specified date of bid opening is declared a holiday for APGCL, the bid shall be opened on the next working day at the specified time and location.
- iii) Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. For MSME bidders, EMD is exempted.

Section 7.2 Opening of Priced part of the Bid:

Only Technically qualified bidders shall be considered for price bid.

Section 8: BID Evaluation Criteria:

8.1 Techno-commercial Part:

- i) The Techno-commercial Part of bid shall be evaluated as per clauses stipulated in this tender document and also if required as per instructions laid down in the document "General Conditions for Supply and Erection of APGCL, 2014".

EMD must be paid online by Bidder.

- i) Bidders must ensure that complete bid along with all details & documents as sought are submitted as per requirements of this tender document.
- ii) If any of the clauses of the Tender contradict the clauses of the document- "General Conditions for Supply & Erection, 2014" of APGCL, then those stated in this Tender shall prevail.

8.2 Price Part (BOO):

The quoted price as referred in Section 7.2 shall be considered during price bid evaluation.

Note:

- Bidders can quote their amount and L1 bidder shall be awarded the contract

The bidder must adhere to all the below mentioned clauses of this RFP document and also, the proposal must be submitted as per instructions given in Section 5, in the absence of which the submitted proposal of the bidder may not be considered for evaluation at this end. However, in case of deviation from any of APGCL's RFP document clause by the bidder, the same must be stated clearly as per the format given below:

EXCEPTION AND DEVIATION PROFORMA

Sl.No.	Ref of Bid Document		Subject	Deviation Details
	Page No.	Clause No.		

In case the bidder fails to state the deviation(s) clearly, it will be presumed that the bidder has accepted all terms and conditions of this tender document. Also, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of APGCL.

Section 9: Terms and Conditions

The clauses under the head- 'Terms & Conditions' are given below:

9.1 This RFP does not commit APGCL to award a contract or to engage in negotiation. This is for empanelment of eligible Training Providers at the Project level under the qualified sectors.

9.2 APGCL reserves the right to withdraw or amend this RFP, without assigning any reasons for the same, if APGCL determines that such action is in the best interest of the Government of Assam. APGCL undertakes that all the information shared by the applicant will be held in strict confidence and will not be made public unless directed by law.

9.3 The response submitted to this RFP and all correspondence shall be in English and shall conform to the forms at any interlineations, erasures or over writing shall be valid only if they are initiated by the authorized person signing the RFP.

9.4 The RFP submitted should be concise and contain only relevant information as required under this document. The applicant submitting the RFP would be responsible for all its expenses, costs and risks incurred towards preparation and submission of the RFP. ASDM

shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

9.5 The RFP submitted by the applicant shall remain valid for a period of 90 days after the closing date for submission of RFP prescribed in this document. RFP validity expressed for a period less than 90 days shall be rejected. APGCL may solicit the applicants consent for the extension of RFP validity (but without modification in their RFP response).

9.6 Training Providers are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of proposal shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications.

9.7 The response to this RFP should be full and complete in all respects. Failure to furnish all information required by RFP documents or submission of RFP not substantially responsive to this document will be at TP's risk and may result in rejection of its submission.

9.8 RFP documents submitted by TPs will be reviewed by an expert panel constituted for technical purpose by APGCL and marks will be given based on the parameters mentioned in evaluation criteria.

9.9 Training Providers are to submit both physical as well as soft copy to office of APGCL.

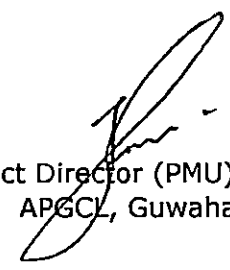
9.9.1 All material submitted by Training Providers will become the property of APGCL and may be returned completely at its sole discretion.

9.9.2 APGCL may at its sole discretion and at any time during the evaluation of RFP or post empanelment, disqualify any applicant, if the applicant has

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. A record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion, financial failures etc. in any of the projects in the preceding three years.
- c. Submitted an RFP that is not accompanied by required documentation.
- d. Use of modified formats for submission.
- e. Failed to provide timely clarification related thereto, when sought.
- f. Been declared ineligible/blacklisted by State/UT/Central Government or any Public Sector undertaking under them.
- g. Been in litigation with any Government agencies/institutions in India
- h. Made an attempt to influence the evaluation
- i. Processing fee as Demand Draft not included

9.9.3 Any dispute or all matters arising out of this RFP, the competent court in Guwahati including Guwahati High Court Shall have jurisdiction.

Encl :- 1. APGCL's Price-Bid Document (BOQ)


Project Director (PMU), LKHEP
APGCL, Guwahati-1