
Request For Proposal

For Selection of the Professional Agency / Firm for Recruitment of Extension Officer [(Ind.) EO], Economic Investigator (EI), Quality Control Examiner (QCE), Data Entry Operator (DEO), Junior Assistant & Stenographer posts in the Industries & Commerce Department, Assam.

Managing Director
Assam Industrial Infrastructure Development Corporation,
Industrial Estate, Bamunimaidam, Guwahati-21.
[Phone \(Fax\): 0361/2556864](tel:03612556864)

for

Office of the Commissioner of Industries & Commerce, Assam,
Udyog Bhawan, Bamunimaidam, Guwahati-21
Website- <http://industriescom.assam.gov.in>
Email- commissioner@dicassam.com
Phone- 0361-2550242/2550717

RFP No: AIIDC/1805/RFP/2017/2/20004

Dated: 14-12-2017



ASSAM INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION

(A GOVT OF ASSAM UNDERTAKING)

Industrial Estate, Bamunimaidam, Guwahati-21

Phone (Fax): 0361/2556864

No.- AIIDC/1805/RFP/2017/2/20004

dated, the Guwahati 14th Dec' 2017

e-Procurement Notice

The office of the Managing Director Assam Industrial Infrastructure Development Corporation, Industrial Estate, Bamunimaidam, Guwahati-21 invites RFP from registered firms / professional agency for engagement to conduct the examinations for selection of Extension Officer (Ind.), Economic Investigator, Quality Control Examiner, Data Entry Operator, Junior Assistant, Stenographer of Industries & Commerce of Industries & Commerce Deptt. Govt. of Assam.

The details of RFP can be downloaded and submitted from www.assamtenders.gov.in & www.industries.assam.gov.in from 15.12.2017 to 05.01.2018. Bidders registered with the electronic tendering system (ETS) of Govt. of Assam (www.assamtenders.gov.in) are only requested to participate in the bidding process through e-procurement system.

-Sd-

Managing Director

Assam Industrial Infrastructure Development Corporation,
Industrial Estate, Bamunimaidam, Guwahati-21.

DISCLAIMER:

All information contained in this Request for Proposal (RFP) is provided/clarified in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Industries & Commerce Department, Assam reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever Industries & Commerce Department, Assam also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Industries & Commerce Department, Assam reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be uploaded in websites - <http://assamtenders.gov.in>, industries.assam.gov.in & industriescom.assam.gov.in.

Neither Industries & Commerce Department, Assam nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Industries & Commerce Department, Assam or their employees and Prime Bidder/Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process belongs to Industries & Commerce Department, Assam shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

ACRONYMS:

Office of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati – 21.

RC – Recruitment Cell

TRP – Transparent Recruitment Policy

INR – Indian Rupees

IST - Indian Standard Time

GENERAL INFORMATION

1. The following table elements are important milestones & timelines for completion of bidding activities

Sl. No.	Milestone	Dead Time
1.	Release of RFP	15 th Dec' 2017at 11.00 AM
2.	Pre- bid conference	26 th Dec' 2017 at 3:00 PM
3.	Last date of submission of bid	5 th Jan' 2018 at 1:00 PM (IST)
4.	Opening of pre-qualification bid	5 th Jan' 2018 at 3:00 PM (IST)
5.	Availability of RFP documents	RFP can be downloaded from www.assamtenders.gov.in, industries.assam.gov.in & industriescom.assam.gov.in

NB: - Dates may be changed if any holiday/ unseen events arises & the same will be notified.

Table of Content

1.RFP DATA SHEET

2.INVITATION OF COMPETITIVE BIDDING

2.1.Intruduction

2.2.Project Objectives

2.3.About Industries & Commerce Department,Assam

3.PRE-QUALIFICATION CRITERIA

4. INSTRUCTION TO BIDDERS

4.1 Definition:

4.2. General

4.3.Validity of Proposals

4.4Right to terminate the Process

4.5.RFP Document Fees:

4.6. Pre Bid Meeting & Clarification

4.7.Response to Pre-Bid queries and issuance of corrigendum:

4.8.Clarification and amendments of RFP:

4.9.Earnest Money Deposit (EMD)& Tender Fee

4.10.Preparation of Proposal:

4.11.Submission of e-Proposal:

4.12.Late Bids:

4.13.Disqualification:

4.14.Deviations:

4.15.Bid Opening:

4.16.Bid Evaluation:

4.17.Pre-qualification Criteria & evaluation:

4.18.Technical Proposal Criteria & Evaluation:

4.19.Commercial Proposal Evaluation:

4.20.Notification of Award of Contract:

4.21.Performance Bank Guarantee (PBG)

4.22.Singing of Contract:

4.23.Fraud and Corruption:

4.24.Confidentiality:

4.25. Conflict of Interest

5.GUIDELINES FOR IMPLEMENTATION :

6.SCOPE OF WORK

6.1.Phase-I Application phase :

6.2.Phase –II-Written Examination:

7.TIMELINES FOR IMPLEMENTATION:

8.FUND IMPLEMENTATION:

8.1.Source of Fund

8.2.Payment Schedule

9.GENERAL CONTRACT CONDITIONS –

9.1.Application

9.2.Relationship between parties:

9.3.Standards of Performance:

9.4.Sub-contracting/Out sourcing:

9.5.Application Law

9.6. Intellectual Property Rights:

9.7.Governing Language:

9.8.Commercial Terms:

9.9.Taxes & Duties:

9.10.Termination of Contract:

9.11. Termination for Insolvency, Dissolution etc.:

9.12. Termination of Convenience:

4.13. Force Majeure:

9.14. Resolution of Disputes:

9.15. Legal Jurisdiction:

9.16. Indemnity:

9.17. Liability:

10. SERVICE LEVEL AGREEMENT:

10.1. Service Level:

10.2. Violations and Associated Penalties:

11. PROPOSAL FORMATS

11.1 Form-1: Compliance Sheet for Pre- Qualification Format:

11.2 Form-1A Covering letter on bidder's letterhead:

11.3 Form-2: Compliance Sheet for Technical- Qualification Proposal:

11.4 Form2A Bidder Profile:

11.5 Form 2 B: Relevant Past Experience:

11.6. Form-2C: Approach & Metrology and e-Recruitment Solution:

11.7. Form2 D: Adequacy & Quality of Resources Proposed for Development:

11.8 Form 3

11.8.1 Format I

11.8.2 Format-II

ANNEXURE I –UNDERTAKING

ANNEXURE-II- PERFORMANCE BANK GUARANTEE

1. RFP Data Sheet:

Sl. No.	Information	Details
1.	Tender reference number and date	AIIDC/1805/RFP/2017/2/20004 dtd.- 14.12.2017
2.	Release of RFP	15 th Dec' 2017 at 11:00 AM (IST)
3.	Last date & Time of received of RFP	5 th Jan' 2018 at 1:00 PM (IST)
4.	Last Date for submission of written Queries for clarifications	21 st Dec' 2017 at 3:00 PM (IST)
5.	Date & Time of Pre-Bid Meeting	26 th Dec' 2017 at 3:00 PM (IST)
6.	Last date and time for receipt of proposals	5 th Jan' 2018 at 1:00 PM (IST)
7.	Date and time of opening of Pre-Qualification Bid	5 th Jan' 2018 at 3:00 PM (IST)
8.	Date and time of opening of Technical Proposals	To be intimated later
9.	Date of Presentation and Opening of Commercial bids	To be intimated later
10.	Address for pre-bid meeting & Opening of Proposals	Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati-21.
11.	Cost of RFP document through non refundable Demand Draft	Rs. 5,000.00 (<i>Rupees Five Thousand Only</i>)
12.	Earnest Money Deposit in the form of Bank Guarantee	Rs. 5,00,000.00 (<i>Rupees Five Lakh Only</i>)
13.	All requisite PBG/EMD payable at Guwahati in favour of	Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati-21.
14.	Office address for submission of RFP proposal & other relevant documents	Managing Director, Assam Industrial Infrastructure Development Corporation (AIIDC), Bamunimaidam, Guwahati-21.
15.	Single Point of Contact from the Headquarter regarding RFP	Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati-21.
16.	Undertaking by the Bidder	As given in Annexure I
17.	Website	http://assamtenders.gov.in, industries.assam.gov.in & industriescom.assam.gov.in
18.	E - Mail id	commissioner@diccassam.gov.in

2. Invitation for Competitive Bidding-

2.1 Introduction:

Industries & Commerce Department, Assam has always endeavoured to follow a Transparent Recruitment Policy. Transparent Recruitment Policy (TRP) envisages fair, transparent, impartial, merit-based selection of Individuals best suited for the job on the basis of modern recruitment procedures and with the use of modern yet simple technological tools and equipment.

Through TRP Industries & Commerce Department, Assam intends to recruit personnel to the following posts of-

Sl. No.	Name of the Posts	Total Nos. Of Vacancy (Nos.)
1	Extension Officer [(Ind.) EO]	89
2.	Economic Investigators (EI)	15
3.	Quality Control Examiner (QCE)	4
4.	Data Entry Operator (DEO)	1
5.	Junior Assistant	8
6.	Stenographer	4
Total		121

The total Nos. of vacancy may vary, which will be intimated in due course of time.

Though the actual number of applicants cannot be specified accurately in advance, however, as per previous experience the total number of applicants could be in the range of 10,000 nos.

The written examination shall be conducted in zone wise covering all the 28 district headquarters of Assam in phases. It shall be conducted on a single day at all district headquarters.

2.2 Project Objectives:

- To conduct recruitment based on modern recruitment procedures using latest technology
- To ensure selection of best suited candidates for the job on the basis of merit without fear of favour, recommendations, and corruption and procedural inadequacies.
- To keep the candidates informed at every stage of his/her performance.
- To improve efficiency and effectiveness of the Industries & Commerce Department.

2.3 About Industries & Commerce Department, Assam:

In 1958, the Government created a separate Directorate in the name of Directorate of Industries to look after various works setting up large industrial units. Later the large units have come under AIDC & the Micro, Small, Medium have come under the Commissioner of Industries & Commerce, Assam. The 1st Director of Industries, Assam took his charge on 1st April, 1958. In 1960, for proper implementation of works relating to industrialization of each district, the Government established 12 (twelve) offices under Assistant Director of Cottage Industries in the district headquarters and another 12 (twelve) offices of Superintendent of Industries in the Sub-Divisional headquarters. In 1978, the State Government had set up 5 (five) District Industries Centres in the district headquarters of undivided districts viz. Kamrup, Nagaon, Sivasagar, Cachar and Dibrugarh with the fund made available by Government of India. Later on, similar District Industries Centres were established in all the other districts headquarters.

The Department was renamed as Industries & Commerce Department w.e.f January, 2010 and the post of Director of Industries is also re-designated as the Commissioner of Industries and Commerce, Assam.

3. Pre- Qualification Criteria:

Sealed tender on plain papers affixing (in Technical Bid) non refundable court fee stamp of Rs. 8.25 (Rupees eight and Paise twenty five) only The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below:

Pre-qualification Criteria:		
I	Organizational Strength/Capability	Supporting evidence to be provided
a.	The bidder must be registered with the Electronic Tendering System (ETS) of the Govt. of Assam (website: http://assamtenders.gov.in). The details of bids can be viewed in the portal http://assamtenders.gov.in	
b.	The Bidder or the Prime Bidder and consortium members (in Case of a Consortium) should be company/companies with a registered office and operations in India. The company should be operational in India for at least the last 3 financial years (FY14-15, FY15-16, FY 16-17)	Valid Registration Certificate
c.	In case of a consortium, a MoU / Letter of Association amongst Consortium members must be	MoU/ Letter of Association amongst Consortium members

Pre-qualification Criteria:

	<p>furnished with the Technical bid along with agreement between Consortium members defining their roles and responsibilities for the project.</p> <p>Also, in case of a Consortium, the responsibility for successful execution of the entire project will be that of the defined prime bidder.</p> <p>In case of consortium, a maximum of 3 members including prime bidder are allowed. A member cannot be a part of more than one Consortium.</p> <p>The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU.</p>	<p>along with the roles and responsibilities of each of the members.</p> <p><u>For consortium members:</u> Work orders/Contract with scope of work for relevant experience vis-a-vis their roles and responsibilities as stated in the MoU.</p>
d.	<p>The bidder/Prime Bidder in Case of a Consortium should have an average minimum per year turnover of INR 5 cores over last three Financial Years (FY14-15, FY15-16, FY16-17). In case of a Consortium, the average per year turnover of the consortium members over the last Financial Years should be INR 50 lakh.</p> <p>The Prime Bidder (in Case of a Consortium) should have positive net worth in FY 16-17.</p>	<p>Copies of audited accounts/ certificate from auditors should be provided as documentary evidence</p>
e.	<p>The bidder/Prime Bidder and consortium members (in Case of a Consortium) should not be currently blacklisted/ ineligible to participate for bid due to corrupt/ fraudulent or any other unethical business practices.</p>	<p>An undertaking in the shape of affidavit, to this effect, signed by authorized signatory, has to be submitted.</p>
f.	<p>The bidder/Prime Bidder and consortium members (in Case of a Consortium) should have GST registration No., any other statutory registration /PAN no and TAN no. or any other statutory registration etc. as applicable</p>	<p>Copies of GST Registration, TIN/PAN details are to be enclosed.</p>
f.	<p>Bidder or Consortium Member should have Registered Office in Guwahati.</p>	<p>Valid Trade License / Valid Certificate</p>
II	Experience of Similar Assignments	Supporting evidence
a.	<p>The bidder/Prime Bidder Or Consortium Member in Case of a Consortium should have been providing recruitment related services for at least 1 Project of Govt. / Public/ Reputed Govt. Agency (<i>Preferably Govt. of Assam</i>).</p>	<ul style="list-style-type: none">• Letter from competent authority listing type of services offered.• Work Order for relevant services.

Pre-qualification Criteria:	
	<ul style="list-style-type: none"> • Completion certificate of work order for relevant services.

4. Instruction to Bidders-

4.1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

4.1.1 “Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.”

4.1.2 “Bidder” means firm/ company/ business entity who submits proposal in response to this Request for Proposal document.

4.1.3 “Committee” means committee constituted for evaluation of Proposals.

4.1.4 “Professional Agency” or “Bidder” means the firm/ company/ business entity, selected through competitive tendering in pursuance of this RFP, for providing the recruitment under the contract.

4.1.5 “Contract” means the Contract entered into by the parties for providing recruitment services along with the entire documentation specified in the RFP.

4.1.6 “Department” means the Industries & Commerce Department, Government of Assam.

4.1.7 “State” means the state of Assam.

4.1.8. “GCC” mean General Contract Conditions.

4.1.9. “Personnel” means professional and support staff provided by the Recruitment Agency to perform services to execute an assignment and any part thereof.

4.1.10. “Proposals” means proposal submitted by the bidder in response to the RFP issued by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 for selection of Professional Agency

4.1.11.“Services” means the work to be performed by the Professional Agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Office of Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

4.1.12. “INR” means currency in Indian Rupees.

4.1.13 “Prime Bidder” means the firm or company which is leading the Consortium

4.1.14 “Technical Committee” means the Project Monitoring/ Selection Committee formed to monitor the project.

Note:- “BID”, “Tender”, “RFP” implies the same meaning.

4.2. General:

4.2.1. 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 recruitment support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

4.2.2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 on the basis of this RFP.

4.2.3. 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 the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21. Any notification of preferred bidder status by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, and Guwahati 21 shall not give rise to any enforceable rights by the Bidder. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

4.2.4. On the completion of the work the bidders must submit all the datas pertaining to the recruitment process is to be handed over to the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in the form of soft copy as well hard copy.

4.3. Validity of Proposals:

4.3.1. Proposals shall remain valid for a period of 180 (one hundred and eighty) days from the issuance of RFP. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, and Guwahati-21 reserves the right to reject a proposal valid for a shorter period as non-responsive.

4.3.2. Prior to the expiration of the validity period, Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will

notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process is not completed within the stipulated period, Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Proposal.

4.4. Right to Terminate the Process:

4.4.1. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 reserves the right to annul the RFP process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.5. RFP Document Fees:

4.5.1. RFP document can be purchased at the price, address & dates provided in the RFP Data sheet (Section 1) of this document by submitting a non-refundable Demand Draft drawn in favour of as mentioned in RFP data sheet.

4.5.2. The bidder may also download the RFP documents from the website as mentioned in document control sheet. In such case, the Demand Draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.6. Pre Bid Meeting & Clarifications:

4.6.1. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 shall convene a pre-bid meeting as prescribed in RFP data sheet to address any RFP related queries.

4.6.2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the office address of Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 as mentioned in RFP data sheet by post, by hand or by email.

4.6.3. The prospective bidder or its official representative/s [maximum 2] is/are invited to attend the pre-bid meeting.

4.6.4. The queries should necessarily be submitted in the following format:

Sl. No.	RFP Document Reference (Section & Page Number)	Content of RFP requiring Clarification	Points of Clarification
---------	--	--	-------------------------

1.			
2.			

4.7. Responses to Pre-Bid queries and issuance of corrigendum:

4.7.1. Amendments necessitated as a result of the pre-bid meeting or otherwise shall be made available on website as provided in the RFP data sheet. It shall be the responsibility of the bidders to amend their proposals incorporating the amendments so communicated through the website. Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the website.

4.7.2. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will endeavour to provide timely response to all queries. However, pre-bid queries common in nature shall be addressed with a single response instead of individual responses to every bidder for same query.

4.7.3. At any time prior to the last date for receipt of bids, the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 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.

4.7.4. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website as given in the RFP data sheet and no separate communication either in writing or through email will be made to any participants.

4.7.5. Any such corrigendum shall be deemed to be incorporated into this RFP.

4.7.6. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may, at its discretion, extend the last date for the receipt of Proposals.

4.8. Clarifications and amendments of RFP:

4.8.1. During process of evaluation of the Proposals, the Office of Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may, at its discretion, ask Bidders for clarifications or to submit additional documents on their proposal for completing bid evaluation process. The Bidders are required to respond within the prescribed time frame.

4.8.2. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may for any reason modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website as provided in the RFP data sheet and the bidders may be asked to amend their proposal due to such amendments.

4.9. Earnest Money Deposit (EMD) & Tender Fee:

4.9.1. The bidder shall furnish, as part of the Pre-qualification Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/- (Rupees Five Lakh Only) in the form of Demand Draft drawn in favour of the Commissioner of Industries & Commerce, Assam payable at Guwahati.

4.9.2. In case the tender document is downloaded from the CI&C website, the proposal shall be accompanied by the non-refundable tender fee of Rs. 5000.00 in the form of Demand Draft drawn in favour of the Commissioner of Industries & Commerce, Assam payable at Guwahati.

4.9.3. **Refund of EMD-** EMD of all unsuccessful bidders would be refunded by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 within 3 months of the bidder being notified as being unsuccessful. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG). Tender not accompanied by EMD and Tender Fee shall be rejected as non responding.

4.9.4. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

4.9.5. The EMD lying with the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in respect of other tender/ RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP are re-invited.

4.9.6. The Earnest Money will be forfeited on account of one or more of the following reasons:-

4.9.6.1. Bidder withdraws its Proposal during the validity period specified in RFP.

4.9.6.2. Bidder does not respond to requests for clarification of its Proposal.

4.9.6.3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

4.9.6.4. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

4.10. Preparation of Proposal:

The Bidder must comply with the following instructions during preparation of Proposals:

4.10.1. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.

4.10.2. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. 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. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Proposal.

4.10.3. The Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The authorization shall be indicated by written power of attorney/ Board resolution and shall accompany the Proposal.

4.10.4. In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.

4.10.5. No bidder shall be allowed to modify, substitute, or withdraw the Proposal after its submission.

4.10.6. 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 the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.10.7. Each page of all parts should be serially numbered and in conformity with the eligibility qualifications should be clearly indicated using an index page.

4.10.8. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

4.10.8.1. Comply with all requirements as set out within this RFP.

4.10.8.2. Submit the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this RFP.

4.10.8.3. Include all supporting documentations specified in this RFP, Corrigendum or any addendum issued.

4.11. Submission of e-Proposal:

4.11.1. Bidders shall upload the e-tender on or before the last date and time for receipt of the proposals as mentioned in RFP Data sheet in the website www.assamtenders.gov.in.

4.11.2. Proposals shall be uploaded as well a hard copy to be submitted with the following envelopes:

Envelope	Contents
Sealed Envelope No. 1 : EMD	The envelope containing only Earnest Money Deposit & along with Cost of RFP shall be sealed and superscripted —”<Name of Bidder> - EMD & Cost of RFP for Selection of Professional Agency for Recruitment to Vacant Posts of Industries & Commerce Department” along with RFP reference number.
Sealed Envelope No. 2 : Prequalification Proposal	<ol style="list-style-type: none">a. The envelope containing one hard copy of the uploaded e-tender shall be sealed and superscripted “<Name of Bidder>-Pre-qualification Proposal – Selection of Professional Agency for Recruitment to Vacant Posts of Industries & Commerce Department” along with RFP reference number.b. In case any discrepancies exist between the information provided in the hard copy and in the e-tendered copy of the bid, the information provided in the uploaded copy will prevail.c. This envelope should not contain any technical or financial bid (in full or part), in either explicit or implicit form, in which case the bid will be rejected.d. Following list of documents shall be uploaded/ submitted as part of Pre-qualification Proposal:<ol style="list-style-type: none">i. Form-1: Compliance Sheet for Pre-Qualification

Envelope	Contents
	<p>Proposal</p> <ul style="list-style-type: none"> ii. Form-1A: Covering Letter on bidder's letterhead iii. MoU / Letter of Association amongst Consortium members along with the roles and responsibilities of each of the members. iv. In case of consortium members, Work orders/Contract with scope of work for relevant experience vis-a-vis their roles and responsibilities as stated in the MoU.
<p>Sealed Envelope No. 3 :</p> <p>Technical Proposal</p>	<ul style="list-style-type: none"> a. The envelope containing one hard copy of the uploaded e-tender shall be sealed and superscripted “<Name of Bidder> - Technical Proposal for Selection of Professional Agency for Recruitment to Vacant Posts of Industries & Commerce Department” along with RFP reference number. b. Apart from the uploaded e-tender of all Technical Proposal documents, bidder would also submit a hard copy of the same. c. In case any discrepancies exist between the information provided in the hard copy and the uploaded copy of the bid, the information provided in the hard copy will prevail. d. This envelope should not contain any financial bid (in full or part), in either explicit or implicit form. e. Following list of documents shall be submitted as part of Technical Proposal: <ul style="list-style-type: none"> i. Form-2: Compliance Sheet for Technical – Qualification Proposal ii. Form-2A: Bidder Profile iii. Form-2B: Relevant Past Experience iv. Form-2C: Approach & Methodology and e-Recruitment Solution v. Form-2D: Adequacy & Quality of Resources Proposed for Deployment

Envelope	Contents
Sealed-envelope No. 4: Commercial Proposal	a. The envelope containing commercial proposal shall be uploaded only. The bid/ tender will be rejected if found submitting the hard copy of the commercial proposal. b. The Commercial proposal shall be prepared in accordance with the requirements specified in this RFP. c. Each page of the Commercial proposal should be signed and stamped by the authorized signatory of the Bidder. d. Following prerequisites shall be ensured as part of Commercial proposal: e. Form-3 – Commercial Proposal Format- Commercial Proposal Cost Break Up
Sealed Envelope No. 5: Cover envelope for above four envelopes	All the above 3 envelopes should be put in envelope no. 5 which shall be properly sealed and superscripted “<Name of Bidder> Proposal for Selection of Professional Agency for Recruitment to Vacant Posts of Industries & Commerce Department ” along with RFP reference number. The Bidder shall provide an Undertaking (Annexure-I) along with Form-1A: Covering Letter on bidder’s letterhead.
<i>Note</i>	a. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late". b. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination, after the deadline. c. Any cost/prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal. d. In case any discrepancy is found in the information provided in uploaded copy & hardcopy, the Managing Director, Assam Industrial Infrastructure Development Corporation, Bamunimaidam, Guwahati -21 may also, after assessing the criticality of such misinformation, take decision to disqualify the bidder. e. All envelopes should be packed and sealed with utmost care so that no documents inside the envelope should get damaged or torn while opening the envelopes.

4.12. Late Bids:

4.12.1. 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.

4.12.2. The bids submitted by fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

4.12.3. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 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.

4.13. Disqualifications:

The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

4.13.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

4.13.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

4.13.3. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;

4.13.4. Failed to provide clarifications related thereto, when sought;

4.13.5. Submitted more than one Proposal (directly/in-directly);

4.13.6. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

4.13.7. Submitted a proposal with price adjustment/variation provision.

4.13.8. Not submitted in as specified in the RFP document

4.13.9. Not submitted the Letter of Authorization (Power of Attorney)

4.13.10. Suppressed any details related to bid

4.13.11. Submitted subjective, conditional offers and partial offers

4.13.12. Submitted bid with lesser validity period

4.14. Deviations:

No deviation shall be allowed with bid. Bidders must ensure that pre-bid conference is attended by their concerned senior people so that all the doubts, clarification & ambiguities regarding bid document & project are resolved well before bid submission. Any conditional bid shall be rejected.

4.15. Bid Opening:

4.15.1. The Proposals submitted will be opened at time & date as specified in the document control sheet by the Committee or any other officer authorized by the Committee, in the presence of Bidders or their representatives who may be present at the time of opening.

4.15.2. Only two persons for each intending bidder/ organization will be allowed to attend the Pre Bid Meeting.

4.15.3. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidders to identify their bonafide for attending the bid opening.

4.16. Bid Evaluation:

The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will constitute a Committee to evaluate the Proposals submitted by the Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Proposals. No correspondence will be entertained outside the process of evaluation with the Committee.

4.17. Pre-qualification Criteria & Evaluation:

The pre-qualification bids envelopes of the bidders will be opened. The bidders will be assessed as per the pre-qualification criteria defined in the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing. Pre-qualification criterion is given in Section – 3 of this Document. Pre-qualification criteria are detailed in Section 3 of this document.

4.18. Technical Proposal Criteria & Evaluation:

4.18.1. Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.

4.18.2 The evaluation committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as provided below:

Sl. No.	Criteria	Max. Marks
A.	Bidder Profile	200
B.	Relevant project related past experience	100
C.	Approach & Methodology and Solution	350
D.	Adequacy and Quality of Resources proposed for Deployment	350
Total		1000

The Bidder should get minimum 70% marks to get qualified for the Commercial Opening.

4.18.3. The technical score of all the bidders would be calculated as per the criteria mentioned below:

Criteria no.	Criteria	Marks	Max. Marks	Supporting Documents required
A	Bidder Profile (Total marks = 200 marks)			
1.	The bidder/Prime Bidder in Case of a Consortium should have a minimum average turnover per year of INR 5 crores over last three Financial Years (FY 14-15, FY 15-16 and FY 16-17).	<ul style="list-style-type: none"> • More than 11cr = 200 marks • Between 8-11 Cr = 150marks • Between 5-8 Cr = 100 marks • Less than 5 Cr = 0 mark 	200	Copies of audited accounts/certificate from auditors
B	Relevant past experience (Total Marks = 100)			
1.	The Prime Bidder or consortium member (in Case of a Consortium) should have experience of projects related to providing recruitment services to Govt. Of India/State Govt./ PSU/ Quasi Government bodies	<ul style="list-style-type: none"> • 5 or more projects (including 1 projects of Govt. of Assam) = 100 marks & 80 marks (without Assam) • 3-4 projects (including 1 project of Govt. of Assam) = 70marks &60marks (without Assam) • 1-2 project(s) = 50 	100	Copies of Work orders/LOI/ Contract/ Completion of the work order.

Criteria no.	Criteria	Marks	Max. Marks	Supporting Documents required
	in India in last 3 years.	marks		
C.	Approach & Methodology & Solution (Total marks = 350)			
1.	Demonstration of understanding of Project Objectives, requirements, scope of work, work break down schedule, Challenges likely to be encountered and Risk Mitigation Plan.	<ul style="list-style-type: none"> Understanding of project: 80 marks Project plan / work break down including team deployment: 60 marks Challenges & mitigation strategies to be explained through a flow chart with detail plan of implementation: 60 marks 	200	Assessment to be based on a note covering all requirements as mentioned & Presentation made by the Bidder before the Committee.
2.	The extent to which the proposed Solution meets all the requirements of all the scope of work.	<ul style="list-style-type: none"> Robustness of Technology solution (e-Recruitment app, RFID and Surveillance) proposed: 100 marks. Approach: 50 marks 	150	Committee to adjudicate
D.	Adequacy and Quality of Resources proposed for Deployment (Total = 350 marks)			
1.	Project Director			
	Overall work experience (Minimum 4 years of experience with expertise of at least 3 years in the relevant fields)	<ul style="list-style-type: none"> More than or equal to 10 years of work experience = 150 marks Between 8-10 years = 130 marks Between 6-8 years = 100 marks Between 4-6 years = 80 marks 	150	CV of the resource
2.	Project Manager (To be based in Guwahati)			
	Overall work experience (Minimum 4 years of experience in the relevant field)	<ul style="list-style-type: none"> More than or equal to 10 years of work experience = 200 marks Between 8-10 years = 170 marks Between 6-8 years = 	200	CV of the resource

Criteria no.	Criteria	Marks	Max. Marks	Supporting Documents required
		130 marks • Between 4-6 years= 100 marks		

4.18.4. Bidders are advised to not to submit additional/ extra project citation/ supporting document than maximum asked in support of their experience.

4.19. Commercial Proposal Evaluation:

4.19.1. The Commercial Bids of bidders will be opened on the prescribed date in the presence of bidder representatives. The rate proposed shall be inclusive of taxes.

The technically qualified bidder, who has submitted the lowest total project commercial proposal (CP) [amongst the bidders who are not disqualified on the basis of point 4.18.2. above], shall be designated as the L1 (Lowest bid value) and shall be awarded a Commercial Score of 100.

Commercial Scores for other technically qualified bidders will be calculated using the following formula:-

Commercial Score of Bidder (CS) = (Commercial Proposal of L1 bidder or Commercial Proposal of the Bidder being evaluated) X 100 % (rounded off to 2 decimal places)

4.19.2. Final Evaluation shall be done on “Quality Cost Based Selection” method as below:-

The weightage for the composite evaluation is as described below:

a. Technical Score (TS) – 70%

b. Commercial Score (CS) – 30%

Bidder with the highest final composite score (**Final Composite Score = TS*0.70+ CS*0.30**) shall be declared as Successful Bidder and shall be called for further process leading to the award of the contract.

4.19.3. In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible for award of contract.

4.19.4. In case of tie in commercial bid process, the bidder having highest technical score will be considered eligible for award of contract.

4.19.5. Errors & Rectification:

4.19.5.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

4.19.5.2. If there is a discrepancy between words and figures of the total price, the amount in words will prevail.

4.19.5.3. If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

4.20. Notification of Award of Contract:

4.20.1. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract after submission of performance bank guarantee by the successful bidder.

4.20.2. Upon the successful bidder's furnishing of Performance Bank Guarantee, the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will notify each unsuccessful bidder and return their EMD.

4.21. Performance Bank Guarantee (PBG):

4.21.1. The successful bidder will furnish Performance Bank Guarantee within 15 days from the notification of award, for a value equivalent to 10% of the total cost. [The total cost will be determined by multiplying the weighted average unit cost quoted with 50,000 (assuming 50,000 valid admit cards will be issued)] as per Annexure-II.

4.21.2. PBG shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.

4.21.3. The successful bidder will be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the successful bidder fails to submit performance guarantee within the time stipulated, the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 at its discretion may cancel the award of contract to the successful bidder without giving any notice.

4.21.4. The Bidder will not be entitled for any interest on the PBG submitted.

4.21.5. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 shall forfeit the PBG in full or part in the following cases:

4.21.5.1. When the terms and conditions of contract are breached/ infringed

4.21.5.2. When contract is being terminated due to non-performance of the Bidder

4.21.5.3. Notice of reasonable time will be given in case of forfeiture of PBG. The decision of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in this regard shall be final.

4.21.5.4. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.22. Signing of Contract:

The successful bidder will sign the Contract with **the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21** within 10 days of the release of notification and submission of PBG. After signing of the Contract, no variation in or modification of the term of the Contract shall be made except by mutual written amendment signed by both the parties (i.e. the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21).

4.23. Fraud and Corruption:

All the Bidders must observe the highest standards of ethics during the process of selection of professional agency and during the performance and execution of contract.

4.23.1. For this purpose, definitions of the terms are set forth as follows:

4.23.1.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 or its personnel in contract executions.

4.23.1.2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 of the benefits of free and open competition.

4.23.1.3. “Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.

4.23.1.4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

4.23.2. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

4.23.3. The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

4.23.4. The Bidder will not engage or retain any consultant/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as corrupt practice.

4.24. Confidentiality:

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21, the Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

4.25. Conflict of Interest:

4.25.1. The Bidders shall provide professional, objective, and impartial advice and at all times hold the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The Bidder shall not deploy former employees of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in any assignment under the RFP to ensure zero biasness.

5. Guidelines for implementation:

Please refer to Annexure I

6. Scope of Work:

The Bidders are required to go through the scope of work laid out in this section:

6.1. Phase-I Application phase:

- i. Notification for fresh application and Exam Schedule should be published.
- ii. The earlier applicants should appear in the written test.
- iii. The bidder shall create consolidated data of all applications received online including the applicants applied earlier for the posts advertised separately.
- iv. The Bidder shall develop online admit card generation and search engine software application for issuing admit cards/call letters on the online server for the candidates.
- v. Scrutiny of applications to filter out ineligible applicants.
- vi. Online Generation of Call letter/Admit cards with photographs and barcodes for the eligible candidates for the Written Test.
- vii. The soft copies of the admit cards should be made available on the web site to facilitate downloading and printing of the same by the candidates.
- viii. Generate MIS reports on a weekly basis throughout the recruitment stages to enable top level officials to take decisions.
- ix. The bidder shall provide Telephonic Helpdesk support to the candidates for giving assistance to the candidates.
- x. Any other points related to the scope of the work shall be intimated by the competent authority.

6.2 Phase II – Written Examination:

- i. Preparation of list of location and venue-wise attendance list for written test.
- ii. Photo verification of candidates' admit cards at the venue entrance.
- iii. The Bidder shall be responsible for design, printing and supply of OMR answer sheets.
- iv. Printing of Question Papers & OMR answer scripts for all candidates called for the written examination.
- v. Scanning & Evaluation of OMR answers sheets as per the Key provided by the department through OMR Scanning.
- vi. Preparation of Merit List post-wise /caste-wise etc. for the written test for all the mentioned posts in the advertisement.
- vii. The bidder should Arrange Written Examination Test venues district wise along with invigilators transportation and other necessary required items related to conduct the written test.

General conditions:

- i. All the required hardware and software for conducting of written test shall be arranged by the consulting company.
- ii. All expenses incurred in the overall process shall be beard by the bidder.

7. Timelines for implementation:

Sl. No.	Task	Timelines
1.	Contract Signing	T – Contract signing date
2.	Setting up of helpdesk	T + 1 Week
3.	Screening of all Applications and Issue of Admit cards for written test/	T + 9 weeks
4.	Conducting Written Examination	T + 12 weeks
5.	Generation of Merit List of Written Test/ Submission of final merit list	T + 13 weeks

N.B – The authorized signatory of the successful bidder should sign the Contract with the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 within 7 days of the release of notification and submission of PBG (Performance bank guarantee).

8. Fund Implementation:

8.1 **Source of Fund:-** The funds required to implement the works will be made available out of the budgetary provision of the deptt.

8.2 Payment Schedule:

Total cost of the Project will be calculated based on the actual no. of unique admit cards issued multiplied by the unit cost for the range of admit cards issued as quoted in the 'Form-3 - Commercial Proposal Cost Break Up'.

Milestone	Payment Head	Payment terms	Remarks
M 1	Screening of all Applications and Issue of Admit cards and generate alert message to candidate	30% of the Total cost	Payment to be released based on the validation by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.
M 2	Submission of Merit list & Declaration of final result.	45% of the Total cost	Payment to be released based on the reports from Sr. Officials of the Department and validation by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam,

Milestone	Payment Head	Payment terms	Remarks
			Guwahati -21.
M 3	Closure of Project through Knowledge transfer and Handover of database to the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in an encrypted hard disk drive.	25% of the Total cost	Payment to be released based on the validation by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

9. General Contract Conditions-

9.1 Application:

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 shall be final and binding.

9.2 Relationship between the Parties:

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 and the Bidder (or Prime Bidder in case of a consortium). The Bidder (or Prime Bidder in case of a consortium) subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Bidder (or Prime Bidder in case of a consortium) shall be fully responsible for the services performed by it or any of its personnel on behalf of the Bidder hereunder.

9.3 Standards of Performance:

The Bidder (or Prime Bidder in case of a consortium) shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder (or Prime Bidder in case of a consortium) shall always act in respect of any matter relating to this contract as faithful advisor to the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21. The Bidder (or Prime Bidder in case of a consortium) shall always support and safeguard the legitimate interests of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21, in any dealings with the third party. The Bidder (or Prime

Bidder in case of a consortium) shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Bidder (or Prime Bidder in case of a consortium) shall conform to the standards laid down in the RFP in totality.

9.4 Sub-contracting/ Outsourcing:

The Bidder shall not, without the consent in writing of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 appoint any delegate/subcontractor for the performance of Services under this contract. It is desirable that the number of sub-contractors engaged by the Bidder for this contract is kept to the minimum possible. It is clarified that the Bidder shall be responsible for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Bidder undertakes to indemnify the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 or its nominated agencies from any claims on the grounds stated hereinabove.

The Bidder shall be responsible and shall ensure the proper performance of the sub-contractors and shall be liable for any non-performance or breach by such service providers. The Bidder shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 shall not be responsible for any part or full payment which is due to such service providers.

The Bidder shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.

The Bidder shall not terminate the contract / agreement with the sub-contractor (s) without prior written consent of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati 21. Further, in case the Bidder terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the Bidder shall ensure the smooth continuation of services by providing forthwith, a suitable replacement which is acceptable to the Purchaser at no additional cost to the Purchaser.

All rights of use of any process, product, service or facility developed or any other task performed by the sub-contractors for the Bidder, under this contract would lie exclusively with the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in perpetuity free from all liens, encumbrances and other third party rights and the Bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favor of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

9.5 Applicable Law:

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Assam. Any dispute arising in the whole process is subject to the jurisdiction of the Hon'ble Guwahati High Court only.

9.6 Intellectual Property Rights:

No services covered under the Contract shall be sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 shall be defended in the defence of such proceedings.

9.7 Governing Language:

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

9.8 Commercial Terms:

9.8.1 Milestone based payment will be made as per the payment schedule defined in Section 8

9.8.2 The Bidder will submit the invoice along with respective deliverable approvals by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 and all other supporting documents/proofs only after the completion of a milestone.

9.8.3 The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 will release the payment subject to necessary approval of invoice by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 after proper verification of the invoice and all supporting documents.

9.8.4 Payment shall be made through account payee cheques only after statutory deductions as applicable.

9.9 Taxes and Duties:

All taxes, duties and any statutory levies etc. payable by the Bidder during the contract tenure shall be the sole responsibility of the Bidder.

All taxes, duties and statutory levies payable to the Bidder shall be paid as per prevailing rates as applicable.

9.10 Termination of Contract:

Following reasons shall lead to the termination of contract:

9.10.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period.

9.10.2. The term of Contract expires.

9.10.3 Termination of Contract by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 due to non-adherence of RFP terms and conditions or contract agreement.

9.11 Termination for Insolvency, Dissolution etc.:

The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent or in case of

dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

9.12 Termination for Convenience:

The Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

9.13 Force Majeure:

7.13.1. The Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.13.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

7.13.3. If a Force Majeure situation arises, the Bidder shall promptly notify the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in writing of such condition and the cause thereof. Unless otherwise directed by the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21 in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.14. Resolution of Disputes-

If any dispute arises between parties, then these would be resolved in following ways:

9.14.1. Amicable Settlement:

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

9.14.2. Arbitration:

“Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Guwahati, India.”

9.15. Legal Jurisdiction:

All legal disputes between the parties shall be subject to the jurisdiction of the Hon'ble Gauhati High Court, Guwahati, Assam only.

9.16. Indemnity:

9.16.1. Subject to Clause 9.16.2 below, Bidder (the "Indemnifying Party") undertakes to indemnify the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21(the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will

defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- (a) Indemnified Party's misuse or modification of the Service
- (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party
- (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party
- (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service

-or-

- (e) Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it.

If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- (i) Procure the right for Indemnified Party to continue using it,
- (ii) Replace it with a non-infringing equivalent,
- (iii) Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

9.16.2. The indemnities set out in Clause 9.16.1. shall be subject to the following conditions:

9.16.2.1 The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

9.16.2.2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

9.16.2.3. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

9.16.2.4. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

9.16.2.5. All settlements of claims subject to indemnification under this Clause will:

- Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
- Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

9.16.2.6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

9.16.2.7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

9.16.2.8 In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

9.17. Liability:

9.17.1. The liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given under this Clause 9.17.1 shall not be applicable to the indemnification obligations set out in Clause 9.16.

9.17.2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

9.17.3. The allocations of liability in this clause 9.17 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

10. Service level Agreement:

10.1 Service level:

Sl. No.	Service Metrics Parameters	Baseline	Violation of Service level agreement		Remarks
			Metric	Penalty	
1.	Screening of all Applications and Issue of Admit cards	As per set timelines of implementation	Per day after the deadline	Rs. 10,000.00 Per day	Based on the report of Recruitment Committee/ the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.
2.	Setting helpdesk at Centralized location	As per set timelines of implementation	Per day after the deadline	Rs. 5,000.00 Per day	Based on the report of Recruitment Committee/ the Office of Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.
3.	Delay in Conducting Recruitment overall process for reasons attributed to the professional agency	As per set timelines of implementation	Per day after the deadline	Rs. 10,000.00 Per day	Based on the report of DLB and Recruitment Committee/ the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.
4.	Any incidence of loss of data	Loss of data or video footage	Per incident	2% of contract value	Based on the report of Recruitment Committee/ the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

5.	Generation of Merit List & submission of final result	As per set timelines of implementation	Per day after the deadline	Rs. 15,000.00 Per day	Based on the report of Recruitment Committee/ the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.
----	---	--	----------------------------	-----------------------------	---

10.2 Violations and Associated Penalties:

The primary intent of Penalties is to ensure that the bidder performs in accordance with the defined service levels. Penalties are not meant to be punitive or conversely a vehicle for additional fees.

Penalty Calculations:

The framework for Penalties, as a result of not meeting the Service Level Targets is as follows:

- The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.

FORMATES

11. Proposal Formats:

Following are the proposal formats to be used by the bidders for submitting their

Proposals for selection as Bidder under the RFP:-

Sl. No.	Form	Description
1.	Form-1	Compliance Sheet for Pre-Qualification Format
2.	Form-1A	Covering Letter on bidder's letterhead
3.	Form-2	Compliance Sheet for Technical – Qualification Proposal
4.	Form-2A	Bidder Profile
5.	Form-2B	Relevant Past Experience
6.	Form-2C	Approach & Methodology and e-Recruitment Solution
7.	Form-2D	Adequacy & Quality of Resources Proposed for Deployment
8.	Form-3	Commercial Proposal Cost Break Up

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]

11.1 Form-1: Compliance Sheet for Pre-Qualification Format:

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

RFP Reference No. _____

Sl. No.	Specific Requirement	Documents Required	Provided (Yes/No)	Ref & Page no. in the proposal
1.	RFP Document fees	` 5000.00, should be paid in the form of a Demand Draft		
2.	Special Power of Attorney / Board Resolution	Copy of Board Resolution/ Power of Attorney in the name of the Authorized Signatory		
3.	Bid Covering Letter	As per Form 1A		
4.	EMD	Bank Guarantee		
5.	The Bidder or the Prime Bidder and consortium members (in Case of a Consortium) should be company/companies with a registered office and operations in India. The company should be operational in India for at least the last three financial years (FY14-15, FY15-16&FY16-17).	Valid Registration Certificate		
6.	In case of a consortium, a MoU / Letter of Association amongst Consortium members must be furnished with the Technical bid along with agreement between Consortium members defining their roles and responsibilities for the project. Also, in case of a Consortium, the	MoU / Letter of Association amongst Consortium members along with the roles and responsibilities of each of the members. <u>For _____ consortium members:</u> Proof of experience vis-a-vis their roles as stated in the MoU.		

Sl. No.	Specific Requirement	Documents Required	Provided (Yes/No)	Ref & Page no. in the proposal
	<p>responsibility for successful execution of the entire project will be that of the defined prime bidder.</p> <p>In case of consortium, a maximum of 3 members including prime bidder are allowed. A member cannot be a part of more than one Consortium.</p> <p>The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU.</p>			
7.	<p>The bidder/Prime Bidder in Case of a Consortium should have an average minimum per year turnover of INR 5 cores over last three Financial Years (FY14-15, FY15-16, FY 16-17). In case of a Consortium, the average per year turnover of the consortium members over the last Financial Years should be INR 50 lakh.</p> <p>The Prime Bidder (in Case of a Consortium) should have positive net worth in FY16-17.</p>	Copies of audited accounts/certificate from auditors should be provided as documentary evidence		
8.	The bidder/Prime Bidder and consortium members (in Case of a Consortium) should not be currently blacklisted/ineligible to participate for bid due to corrupt/ fraudulent or any other unethical business practices.	An undertaking in the shape of affidavit, to this effect, signed by authorized signatory, has to be submitted.		

Sl. No.	Specific Requirement	Documents Required	Provided (Yes/No)	Ref & Page no. in the proposal
9.	The bidder/Prime Bidder and consortium members (in Case of a Consortium) should have Service Tax registration no. /PAN no and TAN no	Copies of VAT, Sales TAX, Service TAX, GST Registration, TIN/PAN details are to be enclosed.		
10.	The bidder/Prime Bidder in Case of a Consortium should have been providing recruitment related services for at least three years. In case of a consortium, members of the consortium other than prime bidder should have experience in their respective fields for at least three years	<ul style="list-style-type: none"> • Letter from competent authority listing type of services offered • Work orders/ Contract for recruitment related services • Completion certificate of work order. 		
11.	Bidder or Consortium Member should have Registered Office in Guwahati.	Trade License / Valid Certificate		

11.2 Form-1A: Covering Letter on bidder's letterhead:

[Bidders are required to submit the covering letter as given here on their letterhead]

To,

The Commissioner of Industries & Commerce, Assam
Udyog Bhawan, Bamunimaidam,
Guwahati -21.

Sub: Submission of proposal for Selection of Professional Agency for Recruitment of Extension Officer [(Ind.) EO], Economic Investigator (EI), Quality Control Examiner (QCE) Junior Assistant & Stenographer posts in the Office of the Commissioner of Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati -21.

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP no. _____, offer to propose as a Professional Agency for Recruitment to posts in Industries & Commerce Department, Assam, in full conformity with the said RFP.
2. We have read all the provisions of RFP & Corrigendum, if any and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, the duly notarized written power of attorney/ Board Resolution, and all attachments, for a period of 180 days from the date of Issuance of RFP as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.

-
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
 8. We declare that this is our sole participation in this RFP bid and we are not participating/co-participating through any of other related party or channel.
 9. Bank Guarantee no. _____ dated _____ drawn on _____ for INR 5,00,000/- is enclosed towards EMD.
 10. Demand draft no. _____ / NEFT Ref No. _____ dated __/__/____ drawn on _____ for INR 5,000/- is enclosed towards RFP document cost as document was downloaded from website.
 10. RFP document was purchased by us by making cash payment vide receipt number _____ dated __/__/____ of your office.

Signature _____

Full Name _____

In the capacity of _____

Duly authorized to sign Proposal for & on behalf of

Date: __/__/____ Place: _____

11.3 Form-2: Compliance Sheet for Technical – Qualification Proposal

[The Technical qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical Qualification proposal]

Bid Reference No. : _____

Sl. No.	Specific Requirement	Documents Required	Provided (Yes/No)	Ref & Page no. in the proposal
1.	Bidder profile <ul style="list-style-type: none">• Sales turnover• Net worth	Form 2A along with extracts of audit report		
2.	Relevant past experience Completion Certificate of the projects completed as on 31/12/2016 need to be provided (issued to the responding bidder by the respective client)	Form 2B along with work order and corresponding completion certificate duly signed by the employer.		
3.	Approach & Methodology & Solution	Form 2C along with work order/LOI/ Contracts and completion certificate duly signed by the employer.		
4.	Adequacy and Quality of Resources proposed for Deployment	Form 2D		

11.4 Form-2A: Bidder Profile:

Sl. No.	Particular	Details
1.	Sales Turnover a. FY 2014-15 b. FY 2015-16 c. FY 2016-17 Net Worth a. FY 2016-17	<i>In case of a single bidder/prime bidder in case of a consortium, Extracts from audited balance sheet and P & L along with authentic certificate from the practising fellow member of Institute of Chartered Accountants of India (ICAI) confirming that Average Annual Sales Turnover is INR 5 Crore or more during the last 3 financial years and that the Net Worth is positive for the year, 2016-17 as per the last published balance sheets.</i> <i>In case of consortium, for members other than the prime bidder, Extracts from audited balance sheet and P & L along with authentic certificate from the practising fellow member of Institute of Chartered Accountants of India (ICAI) confirming that Average Annual Sales Turnover is INR 50 Lakhs or more during the last 3 financial years and that the Net Worth is positive for the year, 2016-17 as per the last published balance sheets.</i>

Signature_____

In the capacity of_____

Duly authorized to sign Proposal for

And on behalf of_____

Date__/__/____

Place_____

11.5 Form-2B: Relevant Past Experience:

[For all the below details, the Completion Certificate of the projects completed as on 31-12-2016 need to be provided (issued to the responding bidder by the respective client)]

[Bidders are required to provide details of relevant experiences in the format given below, highlighting experience of implementing similar projects in the official letter head of the client]

Use separate sheet for each citation.

Sl. No.	Particular	Details
1.	Project Serial number	
2.	Name of Project	
3.	Name of Client	
4.	Address of Client	
5.	Contact Person Name & Mobile / Telephone of Client	
6.	Total Project Overall Value (INR)	
7.	Project Start Date	
8.	Project End Date	
9.	Project Team Size	
10.	No. of recruitments done	
11.	Brief narrative description of project with respective to recruitment services (or specified roles for a consortium member)	

11.6 Form-2C: Approach & Methodology and e-Recruitment Solution:

[Based on the broad areas of work outlined in the RFP and bidder's own experiences, bidders are required to provide details in the form of flow chart]

Flow chart with detail plan of implementation

Sl. No.	Understanding the Objectives of the Assignment	Details
1	Understanding of Project Objectives, requirements, scope of work, work break down schedule, Challenges likely to be encountered.	A detail report not more than 10 pages in font size of 10.
2	The extent to which the proposed Solution meets all the requirements of all the scope of work.	

- a. Assessment to be based on a note covering all requirements as mentioned in the detail report and Information submitted by the Bidder as mentioned in Sl. No.-1 & 2 which is a part of Technical Evaluation.

11.7 Form-2D: Adequacy & Quality of Resources Proposed for Deployment:

[Bidders are required to provide the profiles of proposed Project Director and Project Manager who will be involved in the assignments (having relevant experiences) as per format given below. Use separate sheet for each citation. Each citation should be signed by the respective staff themselves or by authorized signatory]

Deployed as		Project Director/ Project Manager
Serial No. 1	Name:	
2.5”X2.5” PHOTOGRAPH	Age & Date of Birth:	
	Present Designation:	
	Nationality:	
Educational Qualification(s)		
Total Experience (No. of Years)		
Relevant Experience (No. of Years)		
No. of Years with Bidder		
Employment Record (starting from present employment & designation and in reverse order with details of Dates, Roles & Responsibilities, Achievements etc.)		
Proposed Position for this Project		
Details of Past Experience relevant to this Project		
Name of the Project:		
Duration: _____ From: __/__/____ To: __/__/____		Position Held:
Client Name & Address		
Main Project Features		
Responsibility		
Name of the Project:		
Duration: _____ From: __/__/____ To: __/__/____		Position Held:
Client Name & Address		
Main Project Features		
Responsibility		

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized signatory

And on behalf of _____]

(Signature of the Bidder)

Date __/__/____

Place _____

11.8 Form-3 - Commercial Proposal Cost Break Up:

11.8.1 Format-1 [For the Post of Extension Officer [(Ind.) EO], Economic Investigator (EI), Quality Control Examiner (QCE), Data Entry Operator (DEO), Junior Assistant & Stenographer] with RFID technology.

Sl. No.	Items of works	Unit cost for No. of valid admit cards issued less than or equal 50,000 'X'	Unit cost for No. of valid admit cards issued more than 50,000 but less than or equal to 1 lakhs 'Y'	Unit cost for No. of valid admit cards issued more than 1 lakhs 'Z'
1	Creation of database of all online applications post wise and Acknowledgement of receipt of applications.			
2	Processing of candidates' data for admit card Generation.			
3	Online Admit Card download process with SMS & Mail Notification.			
4	OMR Answer sheet design, printing and packing Exam Centre wise & transportation.			
5	Venue, invigilator, transportation charges and other expenses for conducting written test per candidate wise.			
6	OMR Answer sheet Scanning and evaluation.			
7	Helpdesk Support for the candidates			
8	Merit list preparation based on Govt. policy of reservation in recruitment(for Written Test and Final Merit List)using customized candidate selection engine software			
9	Responding to all queries including RTI and Court matters, if any			
10	Any other unforeseen expenses, not included above, for the process			
Unit cost (corrected up to two decimal)				

$$\text{Weighted average Unit cost} = [X * 0.25 + Y * 0.5 + Z * 0.25]$$

Where,

X = unit cost for No. of valid admit cards issued less than or equal 50,000

Y = unit cost for No. of valid admit cards issued more than 50,000 but less than or equal to 1 lakhs

Z = unit cost for No. of valid admit cards issued more than 1 lakh

Note: -

- i. Total cost quoted above is an all-inclusive figure
- ii. No cost other than quoted above shall be claimed separately.
- iii. Final evaluation shall be done on total project commercial proposal.

Dated this [day / month / year]

Authorized Signatory (in full and initials): _____

Name and title of signatory: _____

Duly authorized to sign this Proposal for and on behalf of [Name of Bidder]

Name of Firm: _____

Address: _____

11.8.2 Format-2 [For the Post of Extension Officer [(Ind.) EO], Economic Investigator (EI), Quality Control Examiner (QCE), Data Entry Operator (DEO), Junior Assistant & Stenographer without RFID Technology]

Sl. No.	Items of works	Unit cost for No. of valid admit cards issued less than or equal 50,000 'x'	Unit cost for No. of valid admit cards issued more than 50,000 but less than or equal to 1 lakhs 'y'	Unit cost for No. of valid admit cards issued more than 1 lakhs 'z'
1	Creation of database of all online applications post wise and Acknowledgement of receipt of applications.			
2	Processing of candidates' data for admit card Generation			
3	Online Admit Card download process with SMS & Mail Notification			
4	OMR Answer sheet design, printing and packing Exam Centre wise & transportation			
5	Venue, invigilator, transportation charges and other expenses for conducting written test per candidate wise			
6	OMR Answer sheet Scanning and evaluation			
7	Helpdesk Support for the candidates			
8	Merit list preparation based on Govt. policy of reservation in recruitment(for Written Test and Final Merit List)using customized candidate selection engine software			
9	Responding to all queries including RTI and Court matters, if any			
10	Any other unforeseen expenses, not included above, for the process			
Unit cost (corrected up to two decimal)				

$$\text{Weighted average Unit cost} = [X*0.25 + Y* 0.50 + Z* 0.25]$$

Where,

$X = \text{unit cost for No. of valid admit cards issued less than or equal 50,000}$

Y = unit cost for No. of valid admit cards issued more than 50,000 but less than or equal to 1 lakhs

Z = unit cost for No. of valid admit cards issued more than 1 lakh

Note: -

- iv. Total cost quoted above is an all-inclusive figure
- v. No cost other than quoted above shall be claimed separately.
- vi. Final evaluation shall be done on total project commercial proposal.

Dated this [day / month / year]

Authorized Signatory (in full and initials): _____

Name and title of signatory: _____

Duly authorized to sign this Proposal for and on behalf of [Name of Bidder]

Name of Firm: _____

Address: _____

ANNEXURE- I [*The Bidder shall submit this Undertaking along with Form-1A: Covering Letter on bidder's letterhead*]

UNDERTAKING

It is hereby acknowledged that the Commercial Proposal made in the Form-3 is based on full understanding of the procedure to complete the recruitment process and that the Commercial Offer made hereunder is inclusive of all expenses related to the recruitment process such as,

- (i) Cost of Hardware and Software required for recruitment related activities.
- (ii) Cost of process (Written Test)
- (iii) Cost of advertisements etc.
- (iv) Cost of transportation/travel
- (v) Miscellaneous unforeseen expenses.

Signature_____

In the capacity of_____

Duly authorized to sign Proposal for

And on behalf of_____

Date_____

Place_____

Annexure II– Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to << Assam Industries & Commerce Department>> (herein called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract; And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>>(Rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.
