



**Request for Empanelment
for
Selection of Vendor for Supply of training kit under RAMP**

Tender No: -- SIDC/RAMP/CBP-MSME/NIT/2024-25/17

Closing on 12.09.2024 at 2.00 PM

Website: www.asidcltd.in

Issued by:

**Assam Small Industries Development Corporation Limited
(A Govt. of Assam Undertaking)
Maniram Dewan Rd, Bamunimaidan,
Guwahati, Assam – 781021**

Supply of training kit under RAMP

Disclaimer

The information contained in this tender document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority/ Client or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided. This tender document is not an agreement and is neither an offer nor invitation by the Authority/ Client to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the Authority/ Client in relation to the supply of training kit. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This tender may not be appropriate for all persons, and it is not possible for the Authority/ Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority/ Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/ Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in anyway in this Selection Process. The Authority/ Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant on the statements contained in this tender document. The authority/ Client may in its absolute discretion, but without being under any obligation to do so, Amend or implement the information, assessment or assumption contained in this tender document.

Supply of training kit under RAMP

THIS RFE DOCUMENT IS NOT TRANSFERABLE

Bidder(s) are advised to read the RFE in entirety. Submission of Bid against this RFE shall be deemed to have been made after careful study and examination of the RFE document with full understanding of its implications.

Neither the RFE nor any rights granted under the RFE may be sold, leased/ sublet assigned, or otherwise transferred, in whole or in part by the bidder and any such attempted sale, lease assignment or otherwise transfer shall be void and of no effect without the advance written consent of ASIDC.

The response to this RFE should be full and complete in all respects. Incomplete or partial Bids shall be liable for rejection. The Bidder must quote for all the items asked for in this RFE.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by ASIDC but not limited to preparation, delivery fees, etc. which may be required in furtherance of this RFE. ASIDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

If situation so warrants, ASIDC reserves the right to make amendments in the formal agreement at the time of execution.

Qualitative assessments for evaluation, made by ASIDC, shall be at its sole discretion

Supply of training kit under RAMP

RFE Summary

Name of the Work	Selection of Vendor for Supply of training kit under RAMP
Date of issue of the RFE document	Date: 29/08/2024
Last date of download of RFE document	Date: 12/09/2024
Pre-submission meeting	ASIDC Ltd, M.R.D Road Bamunimaidan.
Due date and Time of online submission of RFE.	Date: 12/09/2024
Location of Pre-Submission meeting	Date: 04/09/2024 Time: 11:00 AM Venue: Assam Small Industries Development Corporation, M.R.D. Road, Bamunimaidan,781021
Due date and time of submission of hard copies of "Key Documents".	Date: 12/09/2024 Time: 02:00 PM
Date & time of online opening of RFE	Date: 12/09/2024 Time: 03:00 PM
Training kit distribution target	148800 participants shall receive training kit on the date of training
Cost of Bid (Non-refundable)	Rs.2,000/- (Rupees Two thousand only)
Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One lakh only) Demand Draft/Banker's Cheque drawn In favour of ASIDC Ltd. Payable at Guwahati.
Consortium Bidding	Not allowed
Mode of submission	Offline

Supply of training kit under RAMP



ASSAM SMALL INDUSTRIES DEVELOPMENT CORPORATION LTD.

NOTICE INVITING TENDER

No. SIDC/RAMP/CBP-MSME/NIT/2024-25/17

Date: 29-08-2024

Seal tender affixing non- refundable court fee of Rs 8.25 (Rupees Eight and paise twenty five) only are invited from experienced firms/ organizations/ having requisite qualifications/experience for the work “**Request for empanelment for Selection of Vendor for Supply of training kit under RAMP**”

The detailed tender document may be obtained by visiting website on www.asidcltd.in and office of the ASIDC Ltd, Bamunimaidam, Guwahati-21

Sd
Managing Director,
ASIDC Ltd.

Contents

1.	Introduction.....	8
1.1.	Background.....	8
1.2.	About the project:	8
1.3.	Due diligence by Bidders	8
1.4.	Communications.....	9
2.	Instruction to Bidders.....	9
2.1	Qualification of Bidder	9
2.2.	Selection criteria	10
2.3.	Organization Assessment:.....	12
3	Scope of Work	13
3.1	Overview.....	13
3.2	Detailed Scope of Work	13
3.2	Deliverables	13
3.3	Payment Terms	13
3.4	Quantity	14
3.5	Compensation.....	14
3.6	Treatment Of Rejected Training kit.....	14
4	General Conditions of RFE.....	15
4.1	Bid Currencies.....	15
4.2	Amendment of RFE Document	15
4.3	Validation of Interlineations in Bid	15
4.4	Language of RFE.....	15
4.5	Modifications and Withdrawal of RFE	15
4.6	Right to accept any RFE and to reject any or all RFE	15
4.7	Expenses for the Agreement	15
4.8	Earnest Money Deposit (EMD)	15
4.9	Rejection on grounds of malpractices	15
4.10	Limitation of Liability	16
4.11	Confidentiality	16
4.12	Force Majeure.....	16
4.13	Notice of Default.....	18
4.14	Nature of Default	18
4.15	Effect on Liability for Delay	18

Supply of training kit under RAMP

4.16 Cancellation	18
Annexure 1: Covering Letter	20
Annexure-2 -District wise Target MSMEs and Batches/Program	22
Annexure 3: General Information about the Bidder	23
Annexure 5: CA Certificate (Financial Information)	24
Annexure 6: Blacklisting Undertaking	25
Annexure 7: Anti-Corruption.....	26
Annexure: 8 Power of Attorney.....	28
Annexure 9: Affidavit.....	29
Annexure 10.....	30

1. Introduction

1.1. Background

The Government of Assam has recently submitted its Strategic Investment Plan (SIP) to the Ministry of Micro, Small, and Medium Enterprises (MoMSME) under the Raising and Accelerating MSME Performance (RAMP) program. This submission is part of a broader effort to align with the overall Covid Resilience and Recovery Programme initiated by MoMSME. The RAMP program, supported by the World Bank as a Central Sector Scheme of the Government of India, is designed to address several critical areas essential for strengthening the MSME sector. These focus areas include improving market access, enhancing the availability of credit, strengthening institutional frameworks and governance structures, enhancing Centre-State linkages and agencyships, addressing issues related to delayed payments, and promoting environmentally sustainable practices within MSMEs.

The SIP submitted by the Government of Assam comprises several interventions that have been approved by MoMSME. These interventions are specifically tailored to address the unique needs and challenges faced by the MSME sector within the state. Among the key interventions is a comprehensive Capacity Building initiative targeted existing MSMEs throughout Assam. This initiative aims to foster entrepreneurship and improve the overall performance of MSMEs by adopting a holistic approach that includes various support mechanisms and training programs.

1.2. About the project:

Assam Small Industries Development Corporation (ASIDC) invites proposals from reputed and experienced vendor to assist the State Government in executing these capacity building programs across Assam in accordance with the guidelines outlined in the SIP. The detailed scope of work for engaging vendor in this endeavour is discussed in this document.

To ensure the successful implementation of the national policy at the state level, the Assam Small Industries Development Corporation (ASIDC) intends to invite manufacturers and suppliers to collaborate for providing Tools & Equipment for Capacity building training across assam.

1.3. Due diligence by Bidders

- Bidders may before submit their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
- Bidders shall be deemed to have full knowledge of the requirements of the work. Department will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by Department in this RFE Document or otherwise, with respect to this Project. Although such information and materials are to the best of the Department's belief, however, their verification is the sole responsibility of Bidder.
- Neither Department, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFE and the award of the work or otherwise arising in any way from the selection process.

Supply of training kit under RAMP

1.4. Communications

All communications, including the submission of Proposal, should be addressed to:

To
The Managing Director
Assam Small Industries Development Corporation,
M.R.D. Road, Bamunimaidan,
Guwahati-781021, Assam
Email: asidcassam@gmail.com, ramp.asidc@gmail.com

2. Instruction to Bidders

- I. The bidders shall submit their eligibility and qualification details, Technical bid as per the formats given in the RFE document at <https://assamtenders.gov.in> at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- II. The undersigned reserves the right to issue addendum/corrigendum/modification or to accept or reject any or all proposal(s) or to cancel the whole of this RFE at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned or ASIDC for the same.

2.1 Qualification of Bidder

Each bidder will be assessed based on the following criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their RFE failing which the proposals will be rejected.

S. No.	Particulars	Criteria	Documents required
1	Legal entity	The Sole Bidder Should be: - Registered under the Companies Act 1956/2013 in India OR - Proprietorship/Partnership firms. - In operation in India for a period of at least 5 years as on publication of bid. - Consortium is not allowed.	Certificate of Incorporation & Copies of MoA & AoA attached. For LLP Companies only below documents are required: 1. Certificate of Incorporation 2. Copy of Pan Card 3. GST Certificate
2	Vendor's Presence	Supply Major District cover in Assam any one Main District Like Guwahati, Jorhat, Dibrugarh, Tinsukia and Golaghat Office and Godown mandatory at least the last 3 Years	Client Name and Purchase orders in Assam
3	Financial	The organization should have an average annual turnover of at least Rs. 2 Crores in the last three financial years.	CA certified document with name of CA registration number, signature, and stamp *as per Annexure 5
4	Experience	Vendor shall have at least one Govt order under any state with supply of 1 Lakh dress of kit	Copies of relevant work orders/ contract

Supply of training kit under RAMP

		within 3 months order worth 1.5Cr • Minimum 5 years experience in supplying training kits, Dress and School Kit to entrepreneur/trainee in Skill Program (Garment own Manufacturing, traders not allowed). Dress Specification at the time of Order.	agreements/ purchase orders/LOAs/LOIs along with certificate for successful completion/ execution.
5	Blacklist	The firm should not be blacklisted by any Central Govt./State Govt./ PSU/Govt. Bodies/ Multilateral and Bilateral Organisations	Certificate signed by the Authorized signatory. As per Annexure 6

Note: The Vendor willing to participate should not:

- a) be blacklisted or debarred from participating in any empanelment process by the Procuring Entity or by any other State or Central Government entity, undertakings or bodies are not eligible to participate during their period of blacklisting/debarment.
- b) be insolvent, in receivership, bankrupt, or being wound up, not be having its affairs administered by a court or a judicial officer, not having its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- c) have and their directors and officers do not have, been convicted for any criminal offence relating to their professional conduct or the making of the false statement or misrepresentation as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of procurement process, or not having been otherwise disqualified pursuant to debarment proceedings.
- d) have a conflict of interest as per Section 11 of Assam Public procurement Act, 2017 and which materially affect the competition.

2.2. Selection criteria

Selection Criteria for Request for Empanelment (RFE)

- a) Submission Deadline Compliance: The Evaluation Committee will only consider RFE submissions that are received within the stipulated due date and time, inclusive of both online submissions and hard copies of key documents. Any submissions received beyond this deadline will not be evaluated.
- b) Completeness Verification: The Evaluation Committee shall conduct an initial assessment to ensure that all submitted applications are complete in every aspect. Only those RFE submissions deemed complete will proceed to further evaluation stages.
- c) Request for Clarifications: The Evaluation Committee retains the authority to request additional clarifications, explanations, or information regarding any aspect of the submissions to establish eligibility. The Committee will seek such clarifications until it is fully satisfied with the completeness and accuracy of the submissions.
- d) Criteria for vendor Shortlisting: Vendor will be shortlisted for empanelment based on the following evaluation criteria, with the distribution of marks as specified:
 - 1) *Previous Experience: Vendor will be evaluated on their prior experience in executing training programs of a similar nature. This criterion is allocated a maximum of 50 marks.*
 - 2) *Years of Experience: The total number of operational years of the vendor will be assessed, with a maximum of 30 marks allocated to this criterion.*

Supply of training kit under RAMP

- 3) *Average Annual Turnover: Vendor will be evaluated based on their average annual turnover over the past three financial years. This criterion is allocated a maximum of 20 marks.*

Each criterion will be assigned weighted marks as detailed above. Vendor must provide all necessary documentation to substantiate their qualifications and compliance with these criteria. This detailed description ensures clarity in the selection process and aligns with formal government procedures for evaluating RFE submissions.

Example of Evaluation Process (Previous Experience -50 Marks):

- For instance, if Firm A submits the highest number of training programs conducted, say 30 programs, Firm A will be awarded the full 50 marks allocated for the previous experience criterion.
- If Firm B submits evidence of 20 training programs conducted, the marks awarded to Firm B will be calculated as follows:
- Marks for Firm B = $(50/30) \times 20 = 33.33$ marks
- In the selection process, a minimum of 5 and a maximum of 10 firms will be shortlisted, provided that all specified criteria are met.

Example of Evaluation Process (Years of Experience -30 Marks):

- **Firm A** has been operational for 15 years. Since Firm A has the maximum years of experience among all firms, Firm A will be awarded the full 30 marks allocated for this criterion.
- **Firm B** has been operational for 10 years. The marks for Firm B will be calculated using the following formula:
Marks for Firm B = $(10/15) \times 30 = 20$ marks
- **Firm C** has been operational for 5 years. The marks for Firm C will be calculated as follows:
Marks for Firm C = $(5/15) \times 30 = 10$ marks
- **Shortlisting:** In the selection process, a minimum of 5 and a maximum of 10 firms will be shortlisted, provided all specified criteria are met.

Example of Evaluation Process (Average Annual Turnover -20 Marks):

- **Firm A** has an average annual turnover of ₹50 crores over the past three financial years. As Firm A has the highest turnover, it will receive the full 20 marks allocated for this criterion.
- **Firm B** has an average annual turnover of ₹30 crores. The marks for Firm B will be calculated using the following formula:
 - Marks for Firm B = $(30/50) \times 20 = 12$ marks
- Firm C has an average annual turnover of ₹10 crores. The marks for Firm C will be calculated as follows:
 - Marks for Firm C = $(10/50) \times 20 = 4$ marks
- **Shortlisting:** A minimum of 5 and a maximum of 10 firms will be shortlisted based on the combined scores across all criteria, provided that each firm meets the necessary requirements.

Supply of training kit under RAMP

2.3. Organization Assessment:

ASIDC (RFE Inviting Entity) shall finalize the list of the Vendor to be shortlisted for empanelment based on the evaluation of the RFE submissions and decision of ASIDC for the same shall be final and binding. The shortlisted vendor shall be empanelled for FY 2024-25 ,2025-26 & 2026-2027 and may also be used for similar kinds of trainings under ASIDC, Assam. Financial quote to be collected after empanelment

3 Scope of Work

3.1 Overview

To ensure the successful implementation of the RAMP program at the state level, the Assam Small Industries Development Corporation (ASIDC) is planning to engage a highly experienced supplier for supplying training kit. The selected vendor will play a crucial role in assisting ASIDC in providing training kit distribution.

3.2 Detailed Scope of Work

- a) Vendors will prepare a composite package of equipment as per the training kit list (Enclosed as Annexure).
- b) 148800 Training kit shall be distributed across Assam.
- c) Vendors will ensure delivery of equipment in a training kit package form, to the Training Centre's implementing RAMP as per the information shared by ASIDC & Training vendor.
- d) Vendor will be responsible for the delivery of training kit to the Training Centre's as per the information (quantity, location) shared by/through ASIDC & Training vendor.
- e) Training kit must be supplied on the day of training at the respective location of the Training Centre as per the information shared by ASIDC & Training vendor in advance as received.
- f) Vendors shall undertake all necessary actions to ensure the satisfactory and quality delivery of the Training kit.
- g) Vendors will share the dispatch and delivery status of training kit with ASIDC & Trainer on daily basis and as and when same be demanded.

3.2 Deliverables

- a) 148800 Training kit shall be distributed across Assam.
- b) Appropriate and quality Training kit delivery as per the specification provided (annexure-10), to the training centres which are implementing training under RAMP as per the instructions shared by ASIDC & training agency across Assam.
- c) Vendors to supply Training kit to the Training Centres across Assam as and when required or demand placed by ASIDC.
- d) Vendors to ensure that packaging of training kit is done in a proper manner and there must not be any breakage of the any equipment or articles.
- e) Vendors shall solely liable for the transportation of training kit at specific address.

3.3 Payment Terms

- a) The price of a composite package of Training kit will include GST (excluding of transportation and packaging).
- b) Transportation and packaging charges to be quoted separately.
- c) 10% of the total Payment will be released during post signing of the agreement.
- d) The full payment shall be made to the Vendor subject to the successful delivery of the complete order to the satisfaction of the Training Centre which will further be approved by ASIDC and the payment to the Vendor will be made after approval.
- e) A proof of delivery showing specification of training kit with quantity must be maintained by Vendor and same be shared with ASIDC along with the copy of the PO and relevant information.
- f) Payment will be made by ASIDC (as mentioned under Sub-clause 3.3(d)) only upon receipt of a valid and correct and undisputed invoice. Invoice be raised to the ASIDC. The Vendor shall send an invoice to ASIDC for payment after successful delivery of the tool Kits. Such invoice shall be accompanied by all relevant supporting documents substantiating/ demonstrating delivery of the Training kit in order to further submit it to ASIDC for further reimbursement.
- g) The unit rate of training kit to be provided will be inclusive of taxes (unless specified otherwise) and incidental expenses e.g., insurance, delivery charges, octroi, loading and unloading charges, etc.
- h) Subject to the terms hereof, the Vendor shall be deemed to have satisfied himself as to the correctness and sufficiency of the rates as mentioned, which shall, cover all its obligations under this Agreement.

Supply of training kit under RAMP

- i) The Vendor acknowledges and agrees that ASIDC shall not be liable to pay any amount over and above the rates that are finalized.
- j) Unless specified otherwise, the Vendor shall be entirely responsible for all applicable taxes, duties, license fees, etc.
- k) Even prior to and after the delivery of training kit, payment can be disputed, if the quality and quantity of delivered items are not as agreed upon/as per the specifications provided.
- l) All invoice payment be subject to the certification by ASIDC authorized representative. In case of such dispute, undisputed portion of invoice will be paid and reason for unpaid portion be informed to the vendor in writing.
- m) Payment shall be initiated concurrently with the submission of the invoice to ASIDC. Training kit received must be with Acceptance of the receiver/representative/Principal/Head available at the centre and other supporting documents such as PO.

3.4 Quantity

- a) If the quantity as received by TC (Training Center) /or ASIDC is less than as required in the purchase order or any item is missing from the training kit, TC/ASIDC may, at its option, either accept the delivery or return the training kit at the expense of Vendor.
- b) TC / ASIDC shall not be liable for acceptance to take custody of training kit delivered to it without any purchaser order.
- c) The delivery shall be accepted strictly at the place specified in the purchase order and within the time schedule mentioned in the Agreement.

3.5 Compensation

- a) In case of non-delivery or delayed delivery, ASIDC reserves the right to ask the Vendor to compensate the amount as determined by ASIDC.
- b) ASIDC reserves the right to seek a performance report from TC who receives the training kit from the Vendor. In the event of an unsatisfactory performance report and/or a complaint by the Training Centre regarding the quality or delivery of training kit, items received are not found to be valid upon investigation, the Agreement may be terminated forthwith by ASIDC without any obligation for further payments to the Vendor, and ASIDC may also impose a penalty on the Vendor as decided by ASIDC

3.6 Treatment Of Rejected Training kit

- a) If Kits supplied by the Vendor to TC / ASIDC do not meet the various specifications as mentioned in Annexure-10, all such training kit will be treated as rejected training kit ("Rejected Training kit").
- b) The Rejected Training kit shall be lifted from TC / ASIDC premises within (7) seven days from the date of intimation failing which, the same may be returned back by TC / ASIDC at Vendor's own risk and cost. No cost be payable, if the Training kit be considered as rejected Training kit.
- c) As long as Rejected Training kit are at TC / ASIDC premises, it shall be entirely at the Vendor's risk after informing to the Vendor and TC / ASIDC will have no responsibility for such Rejected Training kit if they are lost or damaged in due course of time.
- d) Reuse of Rejected Training kit or selling it through any other agency is prohibited.

4 General Conditions of RFE

4.1 Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

4.2 Amendment of RFE Document

At any time before the deadline for submission of bids, ASIDC may, for any reason, at its own discretion, modify the Bid Document through an amendment notice. Any amendments made into this document shall be communicated by means of notification and shall be published on www.assamtenders.gov.in.

ASIDC shall not be responsible if the bidders fail to make note of such amendments. All such amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. ASIDC also reserves the rights to amend the dates mentioned in this RFE for bid process.

4.3 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

4.4 Language of RFE

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature being in a language other than English, a certified translation should accompany the documents as a part of the RFE. All proposals and accompanying documentation will become the property of ASIDC and will not be returned.

4.5 Modifications and Withdrawal of RFE

No proposal may be modified/withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. In case the bidder wishes to withdraw the Bid after the date of opening of the RFE he may do so, but the EMD of the Bidder shall be forfeited.

4.6 Right to accept any RFE and to reject any or all RFE

ASIDC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action so taken. In case of single bid, ASIDC reserves the right to award the work to a single bidder.

4.7 Expenses for the Agreement

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

4.8 Earnest Money Deposit (EMD)

The Bidder needs to pay EMD Amount **Rs.1,00,000** at the time of submission of Bid.

The bidder will have to make the payment of EMD through Demand Draft/Banker's Cheque drawn In favour of ASIDC Ltd. Payable at Guwahati.

4.9 Rejection on grounds of malpractices

- Bidders may specifically note that while evaluating the proposals, if it comes to ASIDC knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as

Supply of training kit under RAMP

for a further period of two (2) years from participation in any of the tenders floated by the ASIDC.

- ASIDC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

For the purposes of this provision, the terms are set forth as follows:

- “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “Obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to ASIDC in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

4.10 Limitation of Liability

The Client shall not recover from the bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, disciplinary, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

4.11 Confidentiality

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 6 months from the date of termination of this Agreement.

4.12 Force Majeure

The Bidder or ASIDC as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure (‘Force Majeure’).

Force Majeure events:

Supply of training kit under RAMP

A Force Majeure event means any event or circumstance, or a combination of events and circumstances referred to in this clause, which:

- a. is beyond the reasonable control of the affected Party.
- b. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care.
- c. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement.
- d. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- e. may be classified as all or any of the following events: Such events include:

Non-Political Events

- a. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions.
- b. Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Bidder's use of radiation or radioactivity or biologically contaminating material.
- c. Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Bidder, and which affect the timely implementation and continued operation of the Project; or
- d. Any event or circumstances of a nature analogous to any of the foregoing.

Political Events

- a. Change in Law, other than any Change in Law for which relief is provided under this Agreement;
- b. Expropriation or compulsory acquisition by Industries & Commerce Department, Assam or any of their nominated vendor of any material assets or rights of the Implementing Agency;
- c. Unlawful or unauthorised revocation of, or refusal by Industries & Commerce Department, Assam or any of their nominated vendor, Gol or any of its vendor to renew or grant any clearance or Required Consents required by the Bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- d. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Bidder in any proceedings for reasons other than failure of the Bidder to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement.
- e. Expropriation or compulsory acquisition by Industries & Commerce Department, Assam or any of their nominated vendor of any material assets or rights of the Bidder.
- f. Unlawful or unauthorized revocation of, or refusal by any authority other than Industries & Commerce Department, Assam or any of their nominated vendor to renew or grant any Required Consents required by the Bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- g. Any requisition of the Project by any other authority; or Any requisition of the Project by Industries & Commerce Department, Assam or any of their nominated vendor.

Supply of training kit under RAMP

- h. For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

Other Events

An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

Notification procedure for Force Majeure:

- i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice.
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

4.13 Notice of Default

- i. If the Bidder is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Bidder requiring him to make good such failure or neglect

4.14 Nature of Default

If the Bidder:

- a. has failed to comply within a reasonable time with a notice, or
- b. assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c. becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days' notice to the Bidder terminate the Contract and expel the Bidder from this bid. Any such expulsion and termination shall be without prejudice to any other rights or powers of the Purchaser, or the Bidder under the Contract.

4.15 Effect on Liability for Delay

ASIDC reserve the right to impose suitable penalty in shortcoming in services which will not exceed 5% of award value.

4.16 Cancellation

The Owner reserves the right to cancel the order in part or in full by giving one-week advance notice thereby if:

- a. The Bidder fails to comply with any of the terms of the order.
- b. The Bidder becomes bankrupt or goes into liquidation.
- c. The Bidder makes general assignment for the benefit of the creditors; and
- d. Any receiver is appointed for the property owned by the Bidder.

Special Contract Clause

Request for Empanelment
for

Selection of Vendor for Supply of training kit under RAMP

Tender No: SIDC/RAMP/CBP-MSME/NIT/2024-25/02

The following provisions are added as addendum in General Conditions of Bid, section 5 in the RFE document for hiring of Vendor Under Raising and Accelerating MSME Performance (RAMP):

5 Compliance with ESG Regulations:

- I. **Environmental Compliance:** Vendor must adhere to all applicable environmental regulations and standards, including measures to minimize environmental impact, implement sustainable practices, and ensure proper waste management, initiatives to reduce carbon footprints and resource utilization.
- II. **Social Responsibility:** Vendor must comply with all relevant labour laws and human rights standards, ensuring fair wages, safe working conditions, no child or forced labour, and adopting an inclusive and diverse workforce.
- III. **Governance Practices:** Vendor are required to maintain high standards of governance, which include transparency in operations, adherence to ethical practices, robust risk management processes, and compliance with all legal and regulatory requirements.

5.1 Compliance with Audit Regulations:

- I. **Transparency and Accountability:** Selected Vendor must maintain transparent financial records and provide full access to auditors for review. This includes detailed documentation of expenditures, receipts, and financial statements to ensure compliance with audit requirements and to promote accountability.
- II. **Regular Audits:** Selected Vendor are required to undergo regular audits conducted by independent and qualified auditors. These audits should be in line with internationally recognized standards and must be scheduled at intervals specified by the World Bank guidelines to ensure ongoing compliance.
- III. **Reporting and Disclosure:** Selected Vendor must submit periodic financial reports and disclose any discrepancies or irregularities promptly. These reports should be comprehensive, including all financial activities related to the project.
- IV. **Compliance with Legal and Regulatory Requirements:** Vendor must comply with all relevant local and international laws and regulations regarding financial management and audits. This includes adherence to World Bank guidelines and standards to ensure that all financial activities are conducted legally and ethically.

5.2 Compliance with Procurement Regulations:

The tendering process under this RFE must follow all applicable rules and regulations falling within the World Bank Procurement guidelines dated September 2023, fifth edition.

5.3 Anti-Corruption:

The selected Vendor must adhere to all applicable local and international laws and regulations concerning anti-corruption measures, financial management, and audits.

Supply of training kit under RAMP

Annexure 1: Covering Letter

Covering Letter

(On the letter head of the Applicant)

(location, date)

To,

The Managing Director,
Assam Small Industries Development Corporation Limited (ASIDC)
M.R.D Road, Bamunimaidan,
Guwahati-781021

Sub: RFE (Refence No.....) for Selection of Vendor for Supply of training kit under RAMP.

Sir,

We have thoroughly reviewed and understood the "Request for Empanelment " (RFE) document dated _____, issued by <insert RFE Inviting Authority> ("Client"), along with all annexures, attachments, and subsequent addenda and clarifications issued in relation to this RFE (collectively referred to as the "RFE").

We confirm that our RFE Proposal has been prepared in strict adherence to the instructions outlined in the RFE document, including the prescribed forms, and that we will conduct ourselves in good faith while abiding by all terms and conditions set forth in the RFE.

We acknowledge that we have carefully examined the RFE documents, and confirm that they are free of inconsistencies, errors, or discrepancies. We have familiarized ourselves with all conditions that may affect our Proposal and have addressed any queries related to contractual matters.

We confirm that we hold all necessary corporate and statutory approvals and authorizations to participate in this RFE. We also affirm that we have not defaulted on any contract, as evidenced by penalties imposed by arbitration or judicial authorities, and that we have not been expelled from any project or had any contract terminated by a public entity for breach.

We declare that we have not been declared ineligible for corrupt or fraudulent practices in any tendering process. We undertake to inform the Client of any material changes in facts, circumstances, status, eligibility, or documentation related to us during the RFE process.

This Proposal shall be governed and interpreted in accordance with the Assam Public Procurement Act, 2017, Assam Public Procurement Rule, 2020, and the relevant laws of India, without reference to conflict of law principles. Exclusive jurisdiction for all matters arising out of this RFE process shall lie with the courts in Guwahati.

We further undertake that we have not been debarred or blacklisted by any Central/State government agency or Public Sector Undertaking (PSU) and that we meet all eligibility criteria stipulated in section 2.1 of the RFE document.

We have provided all required details as per the instructions and in the prescribed format, which are attached as appendices to this application.

Yours sincerely,

(Signature) (In the capacity of)

Supply of training kit under RAMP

Date:

Duly authorized to sign the RFE Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Supply of training kit under RAMP

Annexure-2 -District wise Target MSMEs and Batches/Program

#	Name Of the District	2 Days Capacity Building Training to Existing MSMEs		Year 1	Year 2
		Total MSMEs	Batch	Target MSME	Target MSME
1	Baksa	2588	86	1294	1294
2	Barpeta	7291	243	3646	3646
3	Bongaigaon	2759	92	1380	1380
4	Cachar	10338	345	5169	5169
5	Charaideo	1590	53	795	795
6	Chirang	1788	60	894	894
7	Darrang	5624	187	2812	2812
8	Dhemaji	3470	116	1735	1735
9	Dhubri	4820	161	2410	2410
10	Dibrugarh	6719	224	3359	3359
11	Dima Hasao	622	21	311	311
12	Goalpara	3567	119	1783	1783
13	Golaghat	4811	160	2406	2406
14	Hailakandi	2780	93	1390	1390
15	Jorhat	4970	166	2485	2485
16	Kamrup Metropolitan	14620	487	7310	7310
17	Kamrup (R)	9536	318	4768	4768
18	Karbi Anglong	1731	58	866	866
19	Karimganj	4205	140	2102	2102
20	Kokrajhar	3384	113	1692	1692
21	Lakhimpur	5317	177	2658	2658
22	Majuli	668	22	334	334
23	Morigaon	3773	126	1887	1887
24	Nagaon	7747	258	3873	3873
25	Nalbari	6018	201	3009	3009
26	Sivasagar	4543	151	2271	2271
27	Sonitpur	5922	197	2961	2961
28	South Salmara	548	18	274	274
29	Tinsukia	6907	230	3454	3454
30	Udalguri	3276	109	1638	1638
31	West Karbi Anglong	321	11	160	160
32	Biswanath	2564	85	1282	1282
33	Hojai	3127	104	1563	1563
34	Bajali	572	19	286	286
35	Tamulpur	285	10	143	143
Total		148800	4960	74400	74400

Annexure 3: General Information about the Bidder

Details of the Bidder/Prime Bidder (Company/Agency)		
1	Name of the bidder	
2	Address of the bidder	
3	Legal status of the bidder	
4	Details of incorporation of the bidder	
5	Details of Commencement of Business of the bidder	
6	Valid Goods & Services Tax (GST) registration no. of the bidder	
7	Permanent Account Number (PAN) of the bidder	
8	Name & Designation of the contact person to whom all references shall be made regarding this RFE	
9	Telephone No. (with STD Code)	
10	E-Mail of the contact person	
11	Website	

Annexure 5: CA Certificate (Financial Information)

The applicant should give declaration by chartered accountant on their letter head duly signed and sealed in following format:

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has a turnover of minimum Rupees 2 Cr in the three consecutive years (2021-22, 2022-23, 2023-24). The details of annual turnover are mentioned below:

S. No.	Financial Year	Annual Turnover (INR)	Net Profit (INR)
1	FY 2023-24		
2	FY 2022-23		
3	FY 2021-22		
	Average turnover (INR)		

Note: Audited financial statements for the past three years (2021-22, 2022-23, 2023-24) should be also submitted by the Applicant.

(Chartered Accountant):

Signature Name

Registration/Membership No.

UDIN No.

Contact No.

Seal:

Date:

Place:

Annexure 6: Blacklisting Undertaking

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

**(Format Of Undertaking, To Be Furnished on Company Letter Head With Regard To Blacklisting/
Non- Debarment, By Organisation (Notarized Copy))**

To
The Managing Director,
Assam Small Industries Development Corporation Limited (ASIDC)
R. G. Baruah Road
Guwahati – 781021, Assam, India

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency/Institution for which we have Executed/ Undertaken the works/ Services earlier.

For -----

Authorised Signatory

Date:

Annexure 7: Anti-Corruption

(In Organizational letter head)

ANTI-CORRUPTION DECLARATION

Request for Empanelment (RFE)

for

Selection of Vendor for Supply of training kit under RAMP

Tender No: SIDC/RAMP/CBP-MSME/NIT/2024-25/02

The documents pertaining to such are hereinafter called the "Request for Empanelment " (RFE)

ANTI-CORRUPTION DECLARATION

By execution of this Anti-Corruption Declaration, we of (hereafter called the "Applicant"), in consideration of receipt of the Request for Empanelment for Selection of Vendor for Supply of training kit under RAMP , (hereinafter called the "Authority") to warrant full and unconditional compliance with the declarations made herein:

1. Anti-Corruption

The Applicant hereby represents and warrants that neither it nor any of its employees or representatives shall receive or offer, pay or promise to pay either directly or indirectly, bribes, gifts, commissions, considerations, inducements or rewards to a Public Official in connection with any business opportunities which, without limit, may arise in connection with the General Engineering Consultant - Site Supervision.

"Public Official" is defined as:

- a. any official or employee of any agency of the Authority or a Government owned or controlled enterprise; and / or
- b. any person performing a public function/events/programs. Furthermore, in the event that the Applicant receives a request from any Public Official requesting payments, bribes, gifts, commissions, considerations, inducements or rewards the Applicant shall disclose such to the Authority immediately in writing with full particulars.

2. General

The Applicant acknowledges that:

- a. Any breach of the declarations made herein may result in the Authority suffering loss and / or damages and the Applicant hereby agrees to indemnify the Authority against all expenses, losses and / or damages that may be sustained or incurred as a result either directly or indirectly of any such breach;
- b. in addition to any indemnities provided by the Applicant the Authority may, at its sole discretion, apply any of the following sanctions against the Applicant:
 - i. warning; and / or
 - ii. lowering of the Applicant's category; and / or

Supply of training kit under RAMP

- iii. striking the Applicant’s name for a certain period or permanently.

Signature:

Name:

Date:

Authorized Signatory (Sign and Seal).....

Annexure: 8 Power of Attorney

Format for Power of Attorney for Signing of Application (On a Stamp Paper of Rs 100/-)

Power of Attorney

We, ... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the RFE for empanelment of eligible applicants to Selection of Vendor for Supply of training kit under RAMP including signing and submission of all documents and providing information to the Client (i.e.) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our RFE response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20__

For _____

(Name, Designation and Address)

Accepted _____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps*

Annexure 9: Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)

We, M/s. (the Applicant), (the names and addresses of the registered office) hereby certify and confirm that:

(i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Application).

(ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason.

(iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.

(iv) There is no conflict of interest in submitting this Proposal

We further confirm that we are aware that, our application for empanelment of Organizations to implement <insert name of the project>, would be liable for rejection in case any material misrepresentation is made or discovered at any stage and the agreement period.

Dated this Day of, 20.....

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person

Supply of training kit under RAMP

Annexure 10

List of items under training kit

Sl no	Item Name	Specification	Quantity
1	T-Shirt	Colour- White Size- Small, Medium & Large Material-100% Cotton GSM-200 Knit- Single Jersey Front Side-ASIDC Brand Logo Back Side- RAMP logo & Govt of Assam Logo	148800
2	Notepad	Medium Size 20 pager notepads Cover Page- RAMP Scheme along with (ASIDC, RAMP & Govt of Assam LOGO)	
3	Pen	Lightweight Ball Pen	
4	Plastic Folder	A4 size transparent plastic folder	