



**GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER PHE (WATER), ASSAM
CUM
ADDITIONAL MISSION DIRECTOR, JAL JEEVAN MISSION, ASSAM
HENGRABARI, GUWAHATI - 781036**

EXPRESSION OF INTEREST (EOI)

EOI No. 42 of 2021-22

Name of work : EMPANELMENT OF AGENCIES FOR PROVIDING ONSITE TRAINING TO PLUMBERS, ELECTRICIANS, MASONS, PUMP OPERATORS, MOTOR MECHANICS AND FITTERS UNDER THE PROGRAMME OF JAL JEEVAN MISSION, ASSAM.

EOI IS TO BE SUBMITTED ONLINE OR BEFORE: 04:00 PM. ON 20.04.2022.

Contact details:

Particulars	Telephone	E-mail
Chief Engineer (Water), Public Health Engineering Department, GoA	0361-----	asphe@rediffmail.com etenderphe@gmail.com
Website	www.assamtenders.gov.in/	

SHORT e-PROCUREMENT NOTICE:

**GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER PHE (WATER), ASSAM
CUM
ADDITIONAL MISSION DIRECTOR, JAL JEEVAN MISSION, ASSAM
HENGRABARI, GUWAHATI - 781036**

SHORT NOTICE INVITING EXPRESSION OF INTEREST NO. 42 of 2021-22

On behalf of the Governor of Assam, the Chief Engineer, PHE (Water), Public Health Engineering Department cum Additional Mission Director, Jal Jeevan Mission, Assam invites bids on line through e-Procurement system against EOI No. 42 of 2021-22 from the interested and eligible bidders in one envelop system (i.e. only Technical Cover) for **"EMPANELMENT OF AGENCIES FOR PROVIDING ONSITE TRAINING TO PLUMBERS, ELECTRICIANS, MASONS, PUMP OPERATORS, MOTOR MECHANICS AND FITTERS UNDER THE PROGRAMME OF JAL JEEVAN MISSION, ASSAM"** The detailed EOI Document will be available in the web portal www.assamtenders.gov.in and can be viewed from 31.03.2022 up to 16.00 Hr. of 20.04.2022. Bids will be opened at 15:00 hrs. of 22.04.2022. Bid is to be submitted through online and in no case manual bid shall be entertained.

Sd/-
Chief Engineer (PHE), Water, Assam,
Cum
Addl. Mission Director, JJM Assam
Hengrabari, Guwahati – 36.

Memo No.JJMA-28/SA/2021/31857-63

Date: 29.03.2022

Copy to :

1. The Mission Director, JJM Assam, for favour of kind information.
2. The P.S. to the Addl. Chief Secretary to the Govt. of Assam, PHE Department etc., Dispur, Guwahati – 06, for kind appraisal of the Addl. Chief Secretary.
3. The P.S. to the Hon'ble Minister, PHE Deptt., Govt. of Assam, for kind appraisal of the Hon'ble Minister.
4. The Director, Directorate of Information & Public Relation, Last Gate, Dispur with request to publish the above Expression of Interest (EOI) in at least one (1) **National daily** and two (2) **local daily**.
5. The Addl. Chief Engineer (PHE), All Zones, for information and necessary action.
6. The Superintending Engineer (PHE), All Circles, for information and necessary action.
7. The Executive Engineer (PHE), All Divisions, for information and necessary action.

Sd/-
Chief Engineer (PHE), Water, Assam,
Cum
Addl. Mission Director, JJM Assam
Hengrabari, Guwahati – 36.



**GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER PHE (WATER), ASSAM
CUM
ADDITIONAL MISSION DIRECTOR, JAL JEEVAN MISSION, ASSAM
HENGRABARI, GUWAHATI - 781036**

Detailed Notice Expression of Interest

EOI No. 42 of 2021-22

On behalf of the Governor of Assam, the Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission invites Expression of Interest (EOI) from interested and eligible bidders in one envelop system, only Technical, for **"EMPANELMENT OF AGENCIES FOR PROVIDING ONSITE TRAINING TO PLUMBERS, ELECTRICIANS, MASONS, PUMP OPERATORS, MOTOR MECHANICS AND FITTERS UNDER THE PROGRAMME OF JAL JEEVAN MISSION, ASSAM."**

The EOI is to be submitted from 31/03/2022 upto 16:00 hrs. of 20/04/2022 and the same will be opened at 15:00 hrs. of 22/04/2022.

Pre bid queries will be received till 16:00 hrs. of 12/04/2022. The bidders shall e-mail their queries to etenderphe@gmail.com before the afore-mentioned date and time. If any intending bidder desires to submit their query in hardcopy, the same should be submitted to the Procurement Branch of the office of the undersigned within the specified time period. After the expiry of the date and time no queries with respect to the EOI shall be entertained.

EOI document comprising all details and terms & condition, can be viewed and downloaded from the portal www.assamtenders.gov.in from 31/03/2022 onwards. A set of the hard copy of the self attested documents to be uploaded alongwith the signed copy Bid Document in a sealed cover with distinct name and address of the bidder should reach the Office of the Chief Engineer (PHE) Water Assam on or before the closing date either by hand or by post.

All bidders are required to pay a bid processing fees of **Rs. 2000/- (Rupees Two Thousand only)** and bid security of **Rs. 2,00,000/- (Rupees Two Lakhs only)** online in the e-procurement portal itself or in the form of Bank Guarantee from any nationalized/ Scheduled bank, in favour of Chief Engineer (PHE), Water, cum Additional Mission Director, Jal Jeevan Mission payable at Guwahati on or before date and time of closing of bid submission by the bidder failing which the bids will be declared nonresponsive. If the bidder opted to submit bid security in the form of Bank Guarantee, then he/she must submit the original of the same along with the hard copy to be submitted to this office.

The Chief Engineer (PHE), Water, Assam reserves the right to revise or amend the notice and/ or the Tender Document, fully or partly. Right to reject any or all offers without assigning any reason thereof is reserved with the Chief Engineer (PHE), Water, Assam.

Sd/-
Chief Engineer (PHE), Water, Assam
Cum
Additional Mission Director, JJM, Assam
Hengrabari, Guwahati – 36

Schedule of Event

Sl no	Event	Date	Time
1.	START DATE FOR SUBMISSION OF THE EOI	31/03/2022	10:00 hrs
2.	PRE BID QUERY THROUGH E-MAIL	12/04/2022	16:00 hrs
3.	LAST DATE FOR SUBMISSION OF EOI	20/04/2022	16:00 hrs
4.	OPENING OF EOI	22/04/2022	15:00 hrs

1) If any date specified falls on a holiday, then the next working day or any other day as fixed by the The Chief Engineer (PHE), Water, cum Additional Mission Director, JJM, Assam will be considered for the submission and opening the RFQ and the time will remain the same.

2) The Schedule indicated above is tentative and the The Chief Engineer (PHE), Water, cum Additional Mission Director, JJM, Assam, may change any or the entire schedule under intimation to the interested parties.

TERMS OF REFERENCE OF EXPRESSION OF INTEREST

EOI No. 42 of 2021-22

FOR

**EMPANELMENT OF AGENCIES FOR PROVIDING ONSITE TRAINING TO
PLUMBERS, ELECTRICIANS, MASONS, PUMP OPERATORS, MOTOR
MECHANICS AND FITTERS UNDER THE PROGRAMME OF JAL JEEVAN
MISSION, ASSAM.**

PART - A

TERMS OF REFERENCE

1. BACKGROUND

The Central Government assistance to States for rural water supply began in 1972 with the launch of Accelerated Rural Water Supply Programme. It was renamed as National Rural Drinking Water Programme (NRDWP) in 2009, which is a centrally sponsored scheme with fund sharing between the Centre and the States. Under NRDWP, one of the objectives was to “enable all households to have access to and use safe & adequate drinking water within premises to the extent possible”. It was proposed to achieve the goal by 2030, coinciding with the United Nation’s Sustainable Development Goals. But now, it is has been planned to achieve the goal by 2024 through Jal Jeevan Mission (JJM). At present, only 18.33% of rural households i.e., 3.27 Crore out of the total 17.87 Crore rural households in the country, have piped water connection.

Government of India has restructured and subsumed the ongoing National Rural Drinking Water Programme (NRDWP) into Jal Jeevan Mission (JJM) to provide Functional Household Tap Connection (FHTC) to every rural household i.e., Har Ghar Jal by 2024.

2. RURAL WATER SUPPLY SCENARIO IN ASSAM

The PHED in Assam has been implementing National Rural Drinking Water Programme since 2009 with major emphasis on ensuring sustainability of water availability in terms of potability, adequacy, convenience, affordability and equity, on a sustainable basis, while also adopting decentralized approach involving PRIs and community organizations. Assam PHED has also been implementing World Bank funded Rural Water Supply & Sanitation Project (RWSSP) which is planned to cover around 123000 rural household in the state through metered household connection and water will be supplied 24X7 @70 LPCD.

No. of Dist.	No. of Blocks	No. of GP/ MAC/VCDC	No. of Villages	No. of Habs	No. of rural Pop.	No. of rural Household
33	244	2691	25355	87935	317.86 Lac	63.35 Lac

Under Jal Jeevan Mission Assam, it is a mandate to provide potable drinking water within the premises of every rural household with minimum 55 lpcd. Out of 63,35,015 nos. of rural household already 7,83,102 nos. (12.36 %) of households provided with FHTC. At present, there are 8,028 nos. of existing completed and ongoing schemes under the erstwhile NRDWP programme and taken up for retrofitting under Jal Jeevan Mission for making provision of FHTCs. Also 10,082 nos. of new schemes are approved in 3rd sitting of SLSSC with a provision of 19.47 lacs of FHTCs.

3. ABOUT JAL JEEVAN MISSION

Jal Jeevan Mission aims to provide Functional House Tap Connection (FHTC) to every rural household with a minimum water supply service standard of 55 LPCD. The broad objectives of the Mission are:

- i. to provide FHTC to every rural household;
- ii. to prioritize provision of FHTCs in quality affected areas, villages in drought prone

- and desert areas, Sansad Adarsh Gram Yojana (SAGY) villages, etc.;
- iii. to provide functional tap connection to Schools, Anganwadi centres, GP buildings, Health centres, wellness centres and community buildings;
- iv. to monitor functionality of tap connections;
- v. to promote and ensure voluntary ownership among local community by way of contribution in cash, kind and/or labour and voluntary labour (shramdaan);
- vi. to assist in ensuring sustainability of water supply system, i.e. water source, water supply infrastructure, and funds for regular O&M;
- vii. to empower and develop human resource in the sector such that the demands of construction, plumbing, electrical, water quality management, water treatment, catchment protection, O&M, etc. are taken care of in short and long term; and
- viii. to bring awareness on various aspects and significance of safe drinking water and involvement of stakeholders in manner that make water everyone's business.

The following categories of schemes can be taken up under Jal Jeevan Mission

- i. Retrofitting of ongoing schemes taken up under erstwhile NRDWP for the last mile connectivity;
- ii. Retrofitting of completed rural water supply schemes to make it JJM compliant;
- iii. Single Village Scheme (SVS) in villages having adequate groundwater/spring water/local or surface water source of prescribed quality;
- iv. Single Village Scheme (SVS) in villages having adequate groundwater that needs treatment;
- v. Multi Village Scheme (MVS) with water grids/regional water supply scheme; and
- vi. Mini solar power-based piped water supply in isolated/ tribal hamlets.

4. OBJECTIVE OF THE EOI

The objective of this EOI is to empanel eligible agencies technically without involving into rates for providing onsite training to the plumbers, masons, electricians, pump operators, motor mechanics and fitters for maintenance of different Piped Water Supply Schemes constructed under the programme of Jal Jeevan Mission Assam. The objective of the training is to impart required skills to the interested rural unskilled personnel and enhance the skill of the rural semi skilled and unskilled personnel through Recognition of Prior Learning. Such trained manpower will fulfill the necessity for maintenance and sustainability of the numerous Piped Water Supply Schemes constructed under Jal Jeevan Mission Assam.

5. INSTRUCTIONS TO BIDDERS

5.1 General Provisions:

5.1.1 The Bidder must submit one (1) soft copy of the Technical Bids online in www.assamtenders.gov.in and submit (1) original Hard copy of Technical proposal only with 1 (one) DVD/ Pen Drive containing the Agency Credentials and Presentation. Under no circumstances, should the bidder submit hard copy of the Financial Bid.

5.1.2 Corrupt and Fraudulent Practices

Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission requires compliance on the bidder's part with Government of Assam's Public Procurement Rules, 2020 in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal.

5.1.3 Conflict of Interest

The agency is required to provide professional, objective, and impartial services, at all times holding Jal Jeevan Mission's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The agency has an obligation to disclose to Jal Jeevan Mission (JJM) Assam any situation of actual or potential conflict that impacts its capacity to serve the best interest of Jal Jeevan Mission (JJM) Assam. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract and/or sanctions by the Government.

5.1.4 In preparing the Proposal, bidders are expected to examine the EOI document in detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.

5.1.5 Any attempt by the bidders or anyone on behalf of the bidders to influence improperly Jal Jeevan Mission (JJM) Assam in the evaluation of the Proposals or Empanelment decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government sanctions procedures.

5.1.6 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Empanelment notification, if the bidder intends to contact Jal Jeevan Mission (JJM) Assam on any matter related to the selection process, it should do so only in writing.

5.1.7 Bidders shall submit all the necessary documents along with the Technical Proposal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process.

5.1.8 Joint Ventures / Consortiums are not allowed. Subcontracting shall not be allowed. In case it comes to the notice of Mission Directorate that any part/whole part of the work has been subletted, Chief Engineer (PHE), Water, cum Additional Mission Director, Jal Jeevan Mission shall cancel the contract of the bidder and forfeit the performance security of the bidder.

5.1.9 Proposals must be direct, concise, and complete. Jal Jeevan Mission (JJM) Assam will evaluate bidder's proposal based on its clarity and directness of its response to the requirements of the project as outlined in this tender document.

5.1.10 Bidders shall furnish the required information on their technical proposal in the enclosed formats only. Any deviations in format or if the proper information is not provided, the tender will be liable for rejection.

5.1.11 Tender Evaluation committee may seek further clarification, if required, while

evaluating the proposal.

5.1.12 The technical and financial bid opening date, time and the address are as stated in the tender document.

5.1.13 Disqualification

Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission Assam may at its sole discretion and at any time during the evaluation of tender, disqualify any applicant, if the applicant;

- a) Submits the tender after the response deadline;
- b) Submits hard copy of Financial Bid
- c) Makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- d) Bidders submitting more than one bid having common Directors / Partners will render the bids of both parties liable for rejection.
- e) 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 of the projects in the preceding three years;
- f) Submitted a tender that is not accompanied by required documentation or is non-responsive.
- g) Failed to provide clarification related thereto, when sought;
- h) Was declared ineligible/blacklisted by State/UT/Central Government;
- i) Tried to influence the evaluation process either directly or indirectly

5.1.14 Disclaimer

- a) The information submitted in response to this tender may be subject to the public release (as per RTI norms). Applicants responding to this invitation assume the risk of public disclosure.
- b) This is not to be considered as a commitment by Jal Jeevan Mission (JJM) Assam to contract for services. Please be advised that Jal Jeevan Mission (JJM), Assam will not pay for any information provided as a result of this invitation and will not recognize or reimburse any costs associated with any tender submission.
- c) This tender does not entail any commitment on the part of Jal Jeevan Mission (JJM) Assam, either financial or otherwise.
- d) Submission of tender documents does not create any obligation on the part of Jal Jeevan Mission (JJM) Assam in terms of providing business or in any other area.
- e) This RFQ is not an agreement and is neither an offer nor invitation by Jal Jeevan Mission (JJM) Assam to the prospective Bidders or any other person.

5.1.15 Bid Processing Fee

The bidder has to remit Rs. 2,000/- (Rupees Two thousand only) to be paid online through e-procurement site.

5.1.16 Earnest Money Deposit (EMD)

An amount of Rs. 2,00,000/- (Rupees Two Lakhs only) has been fixed as Earnest Money

Deposit (EMD) payable online through e-procurement site or in the form of Bank Guarantee from any nationalized/ Scheduled bank, in favour of Chief Engineer (PHE), Water, cum Additional Mission Director, Jal Jeevan Mission payable at Guwahati.

- a) Bidder shall submit EMD along with the bid & non-submission of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.
- b) EMD of unsuccessful bidder will be discharged/ returned promptly.
- c) The empanelled bidders' EMDs will be released upon the bidder signing the contract and submission of Performance Guarantee / Empanelment Fees.
- d) No interest will be paid for the EMD submitted.

5.1.17 The EMD will be forfeited, if a bidder:

- a) Misrepresents facts or submit fabricated / forged/ tampered/ altered / manipulated documents during verification of tender process.
- b) Withdraws its bid after the opening of bid.

5.1.18 Performance Guarantee/Empanelment Fees

The empanelled agency (s) will have to deposit Performance Guarantee/ Empanelment Fees amounting Rs. 5,00,000.00 (Rupees Five Lakhs Only) in the form of TDR/FDR/Bank Guarantee or NSC/KVP pledged in favour of the Chief Engineer (PHE), Water Assam cum Additional Mission Director, Jal Jeevan Mission Assam which should be valid for at least 1 year from the date of issue in the office of the undersigned at the time of signing the agreement.

5.1.19 Number of Agencies to be empanelled

A total of 05 (five) number of agencies will be empanelled under Jal Jeevan Mission, Assam on the basis of their technical score i.e. the top five highest scorers shall be empanelled for imparting training to the unskilled, semi skilled and skilled personnel as plumbers, masons and electricians. However the Department reserves the right to empanel more agencies depending on the volume of work, priority to meet prescribed timeline or any other inference as deemed fit by the Department. The decision of the Department in this regard shall be final and conclusive and no claim whatsoever shall be entertained.

5.1.20 Period of Empanelment

The qualified agencies will be empanelled for a period of 1 year from the date of signing of Rate Contract Agreement or Chief Engineer (Water) PHE cum Additional Mission Director, JJM, Assam may extend the validity of the rate contract by another 02 (two) years (one year at a time) i.e. for a total of 03 (three) years without any change in rates and terms & conditions. This period may be also shorter if the department arrives at a reasoned conclusion that the performance of the selected bidder is below par and the bidder is not able to perform its assigned work. The decision of Chief Engineer (Water) PHE cum Additional Mission Director, JJM will be final and binding on both the parties.

Sub-contracting is not allowed under this agreement.

5.1.21 Allotment of Work

The empanelment shall be entered into without any commitment of work / assignment for minimum quantity of the job to each agency. The qualified agencies shall be designated on the basis of their obtained marks from the Technical score as H1, H2, H3, H4 & H5 bidders. The assignment shall be distributed among the five empanelled agencies on the basis of their merit i.e. Technical Score.

The Deptt. reserves the right to re-appropriate the percentage of allotment depending on the performance, delivery of service, etc. No claim in this regard shall be entertained. The performance of the agency of the empanelled agency shall be taken into consideration in awarding more works during the continuity of the contract irrespective of their bid positions.

5.1.22 Area of Work

The work distribution among the five empanelled agencies will on the basis of their technical score and the distribution matrix in terms of the geographical area is tabulated below.

SL No.	Agencies	Area to be allotted
1	H1 : Highest Scorer	Divisions under Upper Assam Zone i.e. Morigaon, Nagaon, Dhing, Kallabor, Hojai, Golaghat, Bokakhat, Jorhat, Majuli, Sivasagar, Nazira, Dibrugarh & Tinsukia = 13 Divisions
2	H2 : Second Highest Scorer	Divisions under Barak Valley Zone, Karbi Anglong Autonomous Council & Dima Hasao Autonomous Council i.e. Silchar-I, Silchar-II, Hailakandi, Karimganj, Diphu Rural, Ulukunchi, Hamren, Howraghat, Umrangsu, Maibong & Haflong = 11 Divisions
3	H3 : Third Highest Scorer	Divisions under Lower Assam Zone i.e. Guwahati-I, Rangia, Nalbari, Belsor, Barpeta, Bajali, Bongaigaon, Dhubri, South Salmara Mankachar & Goalpara = 10 Divisions
4	H4 : Fourth Highest Scorer	Divisions under North Assam Zone i.e. Mangaldoi, Tezpur-I, Tezpur-II, Biswanath Chariali, North Lakhimpur, Ghilamara & Dhemaji = 7 Divisions
5	H5 : Fifth Highest Scorer	Divisions under Bodoland Territorial Region i.e. Gossaigaon, Kokrajhar-I, Kokrajhar-II, Baksa & Tangla = 5 Divisions

5.1.23 Rate

All successfully empanelled agencies shall be allotted the assignment at the prevailing approved rates of National Skill Development Council (NSDC), Govt. of India only. Accordingly the exercise of this EOI is only for technical empanelment of eligible agencies without any involvement of rates.

5.1.24 Termination

If in the view of the Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission Assam, the performance of an agency is not satisfactory, then the Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission, Assam may at its sole discretion, terminate the engagement, for that particular project as well as terminate the agency's empanelment with Jal Jeevan Mission (JIM), Assam. The Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission rate, in doing so, shall intimate the agency in written with the termination letter. The decision of the Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission in this matter shall be final and binding.

- a) Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.
- b) In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
- c) The Tender Inviting Authority reserves the right to terminate the empanelment without assigning any reason by giving a notice of 15 days to the Bidder at any point of time during the period of empanelment.
- d) The Tender Inviting Authority reserves the right to cancel the EOI and annul the bidding process at any point of time assigning any reason.

5.1.25 Execution of assignments

- a) The successful bidder shall have to execute the work within the stipulated period.
- b) In case of emergency, however the limit will be fixed by Chief Engineer (PHE) Water, Assam.
- c) In case the non- execution of work within the stipulated time period, the Tender Inviting Authority shall impose **Liquidated Damage (LD) charges** as per the bid conditions specified in **clause 5.1.26.e**

5.1.26 Payment

- a) No advance payment shall be made to any empanelled agency.
- b) Payment shall be made only against each successful candidates and no payment against any failed candidate shall be entertained.
- c) 60 % payment may be claimed by each agency on successful completion of training as per defined Scope of Work and on submission of the original invoice to the Mission Directorate duly passed by the concerned Executive Engineer or as per notified procedure.
- d) Balance 40 % payment may be claimed by the agencies on successful completion of the assessment of the trainees by certified assessors as prescribed. TPs will make necessary payment to the assessment bodies at the approved rates.
- e) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the empanelled bidder at rates as notified from time to time.

5.1.27 Penalties for Non-performance

The penalties to be imposed at any stage under this bid are :

- a) imposition of liquidated damages, forfeiture of performance security, Cancellation of purchase order/work order and termination of the empanelment, de-recognition/debarment of the bidder/supplier.
- b) Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to termination of agreement in the first round itself and/or may lead to forfeiture of Performance Security as well as result in de-recognition/ debarment of the bidder.
- c) The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture of Performance Security or leading to de-recognition/debarment.
- d) Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions.
- e) **Liquidated Damages:-** will be charged for delayed supply as follows–
 - i. Beyond the normal period of supply as per the purchase order, for immediate **next 30 days :@ 0.1 % perday**
 - ii. For the **next 10 days** after initial delay of **30 days: @0.2 % per day.**
 - iii. The work-order shall automatically terminate in case the delay is beyond 40 days and in such cases the Performance Security shall be forfeited.

- f) In case of incomplete work, penalty equal to 10% of the value of work order not done will be imposed and the concerned contractor may be de-recognized /debarred from any future works of the Department as deemed fit.
- g) The decision to impose penalties and finally to **de-recognition/debarment** the defaulting firm will be final and shall be binding on all bidders participating in the bid.

h) De- recognition/Debarment:

- i. Chief Engineer (PHE) Water, Assam shall **de-recognize/ debar** the defaulting bidder for any item for a period up-to **3(three) years** from the date of issue of De-recognition/Debarment order.
- ii. The bidder can be de-recognized/debarred by Chief Engineer (PHE) Water, Assam up-to a period of 3 years in case it is found at the time of evaluation/verification/inspection that the bidder has furnished forged documents/false information along with the bid.
- iii. The de-recognition/debarment provisions will apply without prejudice to other penal provisions as per the tender terms & conditions.
- iv. The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided appropriate.

6. PROPOSED METHODOLOGY WITH TERMS AND CONDITIONS

- 1. The Training Providers (TP) to provide the following 2 types of training as per the National Skill Development Corporation (NSDC) approved rates.
 - a. Recognition and Prior Learning (RPL) and Bridge Course for uncertified skilled and uncertified semi-skilled persons.
 - b. Short Term Skilling for unskilled/fresh persons.
- 2. TP to provide training of **(a)**Recognition and Prior Learning (RPL) and Bridge Course and **(b)**Short Term Skilling as per the approved course Curriculum of NSDC. However, certain aspects of JJM with respect to the scheme components, existing material types, techniques and technology have to be incorporated as per direction of the Department in the Curriculum by the TP.
- 3. The selected agencies shall have to impart training for six trades i.e. plumbers, masons, electricians, pump operators, motor mechanics and fitters. However the Department shall decide on the trades against which training is to be imparted and necessary reflection of the same shall be included in the work orders to be subsequently issued to the successful agencies.
- 4. All selected agencies should have sufficient valid ToT certified trainers / demonstrators at their disposal against each trade mentioned above for imparting necessary training.

5. The TP's are to conduct training with valid ToT certified trainers. The trainers must have to be well versed with local languages of the state of Assam and impart training in local languages of the respective locations.
6. TP to provide a Training Plan to JJM, Assam detailing **(i)** Date of Training, **(ii)** Name of Venue and **(iii)** Name and Contact details of ToT certified Trainers for the respective divisions.
7. TP to contact Executive Engineer of the Divisions of PHED and meet in person prior to training and keep constant coordination with his office during training in the concerned division.
8. The personnel to be imparted with training shall be identified by the respective Division office of the Department. However mobilization of the identified trainees to the training venues will have to be borne by the empanelled TP's.
9. TP will have to conduct parallel training in different divisions under PHED to complete the training within the scheduled time.
10. TP will have to mobilize ToT Trainers to the respective divisions well ahead of the scheduled time of training.
11. TP will have to arrange training venue in suitable place to make the targeted trainees convenient to attend. All venues for the training in the Divisions are to be approved by Executive Engineer of the Divisions of PHED, failing which such venues will not be considered as authorised.
12. All selected TP's to ensure that the trainees are provided with job role kit.
13. TP to do branding of Jal Jeevan Mission, Assam through the training materials to be distributed among the trainees like job role kit, T-shirt, banner etc.
14. To ensure that each enrolled candidate mandatorily undergoes orientation which includes but not limited to the following topics:
 - a. Understanding of JJM Scheme components with respect to the existing material types, techniques and technology.
 - b. Domain Training (clarifying any doubts/gaps a candidate may have with respect to Job Role including the topic of Health and Safety).
 - c. Soft Skills and Entrepreneurship Tips specific to the Job Role.
 - d. Familiarization with Assessment Process and Terms.
15. For Recognition and Prior Learning (RPL) and Bridge Course training, TP to ensure that minimum Batch Size should be 20 and Maximum Batch size should be 50.
16. For Short term course, TP to ensure that minimum Batch Size should be 20 and Maximum Batch size should be 30.

17. TP to conduct assessment through respective approved Sector Skill Councils (SSCs) and ensure certification of the trainees within 1 month of the completion of training. TP should ensure that the process of certification by the approved assessors should commence by next day of completion of training. TP not to be the Assessment body in any circumstances.
18. TP to ensure 100% attendance of trainees in the training. All attendance sheet need to be countersigned by Executive Engineer of the Divisions of PHED or his authorized representative.
19. Proper training manual in local language is to be prepared.
20. TP shall mandatorily make documentation through videography and photography of the entire training session.
21. Stipend / honorium, if any, shall have to be borne by the TPs as per the prevailing guidelines.
22. The TP's will have to mandatorily upload the duly signed attendance sheets, photographs, video footages, final list of certified trainees etc. in the designated online portal to be intimated by the Department in due course of time. Without uploading in online portal, the TP shall not be able to claim for payment.

7. SCOPE OF WORK

- The Training Providers will have to provide necessary reading materials in local language required for training.
- The medium of instruction for training and reading materials shall be in local language.
- The training course shall be delivered based on curriculum prescribed by NSDC and the same shall have to be got approved from the Mission Directorate JJM Assam before imparting of the training.
- To coordinate with the different authorities to select the locations which will serve as training sites for the trainees.
- Maintain daily attendance of the trainees and communicate the same with the Departmental authorities in the District for duly approving such attendance sheets.
- The trainers / demonstrators deployed by the TP's should have expertise in their respective job roles with prescribed qualification.
- The training shall involve on the practical component (approx. 80 %) and theory (approx. 20 %) with all necessary tools and methods appropriate to the context.
- Assist the Division during the process of pre-screening of the Trainees, as and when asked for.

- Document the training through videos and still photographs (since beginning and till completion of the assignment) and daily site notes. Such materials will have to be submitted to the District offices and the Mission Directorate.
- TP should be prepared for live telecasting of the training session through appropriate platforms like Google Meet/Webex/Zoom/Webcasting etc. so that the Department may access the same at any time period.
- Conduct mock assessments for fresh candidates as per direction of the Department.
- Intimate the approved assessing bodies and the Department in advance for assessment and certification.
- Make available materials for practice upon completion of training.
- The construction works / plumbing works / electrical works must be as per the different approved manuals of Govt.
- The TP's will mandatorily register the final list of trainees on the designated online portal to be launched by the Department.
- The TPs will mandatorily upload all the relevant data of the registered candidates in the Skill India Portal.
- Deployment plan of the trainers and demonstrators against each batch of trainees has to be got approved from the competent authority of the Department.
- TPs shall ensure the distribution of the certificates to the successful candidates within defined time period.
- An approved Standard Operating Procedure (SOP) shall be shared to all the selected agencies from the Mission Directorate towards conducting the training activities which shall be binding in nature.

8. REVIEW AND MONITORING

The agencies will be responsible to submit activity completion report as per the agreed terms and conditions and need of the assignment. The Mission Directorate JIM Assam shall review and monitor the progress of the assignment on event basis and interact with the nodal person appointed by the selected agencies.

9. REPORTING

The agencies will inform the progress report during the training to the concerned authorities of the districts and the same shall be verified by the Mission Directorate periodically.

10. REPLACEMENT OF KEY PERSONNEL

The key professionals deployed by the selected agencies should be of full time basis. However in case any of the key professional become unavailable / leave the project for any reason midway, the agency must intimate the Department atleast 14 days in advance and obtain the approval prior to any substitution. While intimating for any substitution, the agency shall provide justification necessitating the proposed replacement and submit sufficient qualification details to permit the same. Replacement only among equivalent qualified personnel shall be permitted. Acceptance of the replacement personnel by the Department shall not relieve the selected agencies from responsibility for failure to meet the requirements of the contract.

In the other side, the procuring entity reserves the right to request the empanelled agencies to replace any assigned personnel if they are not performing to the level of satisfaction. On receipt of such request, the agency shall provide Curriculum Vitae of appropriate candidates within 7 days for review and approval. Once approved, the agency must replace the personnel within 7 days from the date of approval of replacement.

11. MINIMUM ELIGIBILITY CRITERIA

The agencies submitting their proposals must meet the following minimum eligibility criteria for submission:

- The bidder must be registered under Society Registration Act 1860 or Indian Trust Act or Indian Company's Act.
- The bidder must have valid registration / empanelment / enlistment with National Skill Development Council (NSDC) / respective approved Sector Skill Council (SSC) i.e. CSDCI / IPSC.
- The bidder must have sufficient numbers of trainers with valid ToT certification under respective approved Sector Skill Council against each job role. Valid Certificate of ToT is to be provided against each declared trainer.
- The bidder shall have to submit a notary attested affidavit with declaration that they have at their disposal or will provide sufficient numbers of ToT certified trainers as per requirement of the assignment.
- The bidder should be registered in the state of Assam. Necessary Govt. documentary evidence in this regard need to be submitted.
- The bidder must be possession of valid PAN, GSTIN Registration.
- The bidder must have minimum 3 (three) years of experience not prior to the year 2015 in conducting similar National / State / Regional level training programmes under any state Govt./Central Govt/PSU (Furnish proper supporting documents).
- The bidder must have cumulative work order related to training of minimum **Rs. 1.60 Cr.** for any state governments / PSU / Central Governments in last 03 (three)

years not prior to the year 2019.

- The bidder must have a minimum average annual turnover of **Rs. 1.20 Crores** over the last financial three years i.e. 2018-19, 2019-20 & 2020-21. CA certified Turnover Certificate with UDIN needs to be furnished.
- The Bidder should not have been blacklisted by any government departments/agency/ Ministries or PSUs in the last three financial years i.e. 2018-19, 2019-20 & 2020-21. Notarized Affidavit with respect to the same needs to be furnished along with this bid. The applicant shall also be not blacklisted at the time of applying the tender.
- Even if an applicant satisfies the above noted requirements, it is liable to be disqualified if it is found to have:
 - a) Made a false representation in the form, statement and attachments required in the documents for this empanelment;
 - b) A record of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion;
 - c) Been convicted by any court of law.
 - d) Been blacklisted by any Government departments/ agencies/ ministries or PSU.

12. CLARIFICATION OF EOI DOCUMENTS

Any modification in the EOI documents, which may become necessary as a result of the pre-bid queries or in sole discretion of Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission, Assam shall be made exclusively through the issue of an Addendum publishing in the website (www.assamtenders.gov.in) pursuant to Clause 9.

13. AMENDMENT OF EOI DOCUMENTS

9.1 Before the deadline for submission of Bids the Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission, Assam may modify the EOI documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the EOI documents and shall be communicated through e-procurement website (www.assamtenders.gov.in).

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission, Assam shall extend as necessary the deadline for submission of Bids.

14. COST OF QUOTATION

The Bidder shall bear all costs associated with the preparation and submission of its Quotation, and the bid inviting authority shall in no case be responsible or liable for those

costs, regardless of the conduct or outcome of the bidding process.

15. LANGUAGE OF QUOTATION

The Quotation, as well as all the correspondences and documents relating to the Quotation exchanged by the Bidder and the bid inviting authority, shall be written in the English language. Supporting documents and printed literature that are part of the Quotation may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Quotation, such translation shall govern.

16. PREPARATION OF EOI DOCUMENTS

12.1 The Bids comprises of Key Technical Submissions and shall contain the documents as follows -

- a. Key Technical Submissions: The Bidder would provide all the information as per Clause 12.2 below. Chief Engineer (PHE), Water cum Additional Mission Director, Jal Jeevan Mission, Assam would evaluate only those Proposals that are received in the required format and are complete in all respects.

12.2 Key Submissions:

Documents to be submitted are as follows -

- a) Covering letter as per Form Tech1.
- b) Bid Processing Fee & EMD.
- c) Details of the Bidder as per Form Tech 2.
- d) Annexure 1 through 4
- e) Self attested copies of
 - Certificate of Incorporation / Registration
 - PAN
 - GSTIN with GST paid certificate
 - Trade License
 - MSME (if applicable)
- f) Copy of CA certified Turnover Certificate with UDIN for the last **financial three years**.
- g) Necessary Experience Certificate as per afore-mentioned clauses.
- h) Agency Credentials
- i) Presentation
- j) Self attested copy of complete EOI Document
- k) All documents submitted by bidder must bear the sign & seal of the Authorized Signatory of the bidder.

12.2.1 And any other materials required to be completed and submitted by the Bidders is in accordance with these instructions.

All the documents as mentioned in Clause No. 12 must be properly filled up and self attested and the same should be uploaded in the Technical Bid to be uploaded by the

bidder. A set of the uploaded document along with the Original hard copy of the Bid Security, if in the form of Bank Gaurantee, should be submitted in hard form to the Office of the Chief Engineer (PHE) Water Assam on or before the closing date of bid submission.

17. ALTERNATIVE QUOTATIONS

Alternative Quotations shall not be considered.

18. TIE BREAKER

If two or more bidders are ranked in the same position as per the technical evaluation criteria of this EOI then the ranking/position of the bidders shall be determined as per their average annual turnover for the last 03 (three) financial years. The bidder having highest average annual turnover shall be ranked higher in comparison to the other tied bidders.

This methodology shall be used in every scenario for tie – breaking purposes.

19. CURRENCY OF PAYMENT

The-currency of shall be in Indian Rupees.

20. PROPOSAL VALIDITY

16.1 The Proposal shall remain valid for a period not less than 120 days from the Date of Technical Bid Opening (Proposal Validity Period). The Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam reserves the right to reject any Bid, which does not meet this requirement.

16.2 In exceptional circumstances, prior to expiry of the original time limit, Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

21. FORMAT AND SIGNING OF QUOTATION

21.1. The Quotation shall be typed or written in indelible ink and shall be signed by duly authorized to sign on behalf of the Bidder. This authorization shall consist confirmation and shall be attached to the Quotation. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Quotation, except for an amended printed literature, shall be signed or initialled by the person signing the Quotation.

21.2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Quotation.

22. SUBMISSION OF BIDS

22.1 The original Technical Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. The person who signed the proposal must initial such corrections.

22.2 An authorized representative of the Bidder shall initial all pages of the Technical Proposals in the EOI document.

22.3 The EOI document shall be placed in a sealed envelope clearly marked "EMPANELMENT OF AGENCIES FOR PROVIDING ONSITE TRAINING TO PLUMBERS, ELECTRICIANS, MASONS, PUMP OPERATORS, MOTOR MECHANICS AND FITTERS UNDER THE PROGRAMME OF JAL JEEVAN MISSION, ASSAM". This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE (date).....". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

18.4 The Proposals must be sent to the address/addresses indicated in the EOI and received by the Employer no later than the time and the date indicated in the EOI, or any extension to this date as per clause 9. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

23. MODIFICATION OF BIDS

Once the Bid is submitted the bidders are not allowed to modify any parts of the EOI.

24. CONDITIONAL BIDS

Conditional bids will be rejected.

25. BID OPENING

Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam shall open the of all the technical bids received online within the bid closing date and available in the online portal. The accepted bids shall be taken forward for technical evaluation.

26. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam's processing of EOIs or award decisions may result in the rejection of his/her Bid.

27. CLARIFICATIONS

27.1 The Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam would open the EOI document on 22.04.2022 at 15:00 hrs. Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam will open the EOI document of all the Bidders received in the presence of the Bidders or their

representatives who choose to attend on the date and place specified in the Schedule of Bidding process.

27.2 The Chief Engineer (PHE), Water, Assam reserves the right to reject any Bid which does not contain the information/documents as set out in this EOI document.

27.3 To facilitate evaluation of Bids, Chief Engineer (PHE), Water, Assam cum Additional Mission Director, Jal Jeevan Mission, Assam may, at its sole discretion, seek clarifications in writing from any Bidder.

28. EVALUATION PROCESS

All bids will be evaluated on the basis of the obtained Technical Score only as per the following criteria:

28.1. Mission Directorate, Jal Jeevan Mission , Assam shall open the Key Technical submissions of all Proposals and evaluate for technical responsiveness as per Clause 12. Only those bids that are found to fulfill the pre eligibility criteria will be further evaluated to determine the short-listed bidders.

28.2 As part of the evaluation process, the proposals shall be checked for responsiveness with the requirements of the EOI document and only the short-listed bidders would be invited to make a presentation to Jal Jeevan Mission, Assam on their proposals.

28.3 The technical proposals would then finally be evaluated as per the evaluation matrix provided in **Clause 24.8**.

28.4 Technical Bid Score

Technical evaluation will be carried out and Result of the Technical evaluation shall be published in the same web site www.assamtenders.gov.in.

Technical Marks will be given on the basis of the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Technical Evaluation Scoring Criteria in **Clause 28.8**.

28.5 Method of Selection

- i. The bidders scoring the top 5 (Five) Technical scores would then be invited for Empanelment for providing onsite training to rural plumbers, masons and electricians under the programme of Jal Jeevan Mission Assam. In case, any bidder refuses to accept the offer for empanelment, then the next ranked qualified bidder will be invited for empanelment.
- ii. The Mission Directorate reserves the right to increase the number of empanelled agencies in case of requirement/ need at its discretion.
- iii. The department will try to distribute the work among the five empanelled agencies i.e. H1, H2, H3, H4 & H5 bidders as per the allotment matrix shown in Clause No.

5.1.22. However, the Deptt. reserves the right to re-appropriate the allotment depending on the performance, delivery of service, etc. No claim in this regard shall be entertained. The performance of the agency in executing similar work shall also be considered while assigning new jobs and the best performing agency shall be allotted more quantum of work irrespective of their scoring position.

28.6 Technical Evaluation Matrix

Sl. No	Evaluation Criteria	Supporting Document to be submitted	Maximum Marks
1	Experience of having executed/ executing training activities as per the EOI (Work Value) 25 Lakhs to 50 Lakhs – 2 marks per work order (Maximum 10 orders) Above 50 Lakhs upto 1.00 Cr - 4 marks per work order (Maximum 5 orders) Above 1.00 Cr upto 2.00 Cr - 5 marks per work order (Maximum 4 orders) Above 2 Cr. - 10 marks per work order (Maximum 2 orders)	Copy of Work Order / Contract Agreement/ Completion Certificate	20
2	Length of Experience of having executed/ executing training activities as per the EOI 3 years to 5 years – 5 marks Above 5 years – 10 marks	Copy of Work Order / Contract Agreement/ Completion Certificate	10
3	Experience of similar work in execution of training activities in the state of Assam not prior to the year 2015	Copy of Work Order / Contract Agreement/ Completion Certificate	10
4	The applicant must have a minimum average annual turnover of Rs. 1.20 Crore over the last three years. I. Rs. 1.20 Crore - Rs. 1.50 Crores –3 Marks II. Above Rs. 1.50 Crores to Rs. 2.00 Crores – 7 Marks III. Above Rs. 2.00 Crores – 10 Marks	CA Turnover Certificate with UDIN	10

5	Presentation i. Presentation detailing the proposal including approach, methodology and work plan for imparting onsite training to plumbers, masons, electricians, pump operators, motor mechanics and fitters for Jal Jeevan Mission, Assam = 20 marks ii. Samples of proposed structure/functional establishment/contents/posts/ etc. for Jal Jeevan Mission, Assam = 10 marks	Presentation	30
6	Key professional staff: Qualification & competency for the assignment / job.	CVs to be attached	20
	Total Maximum Marks		100

Note – All documentary evidence with respect to experience should be for departments/autonomous institutions/universities/public sector undertakings of the Government of India or Government of Assam or any other State Government or Public Sector Banks or Local Bodies/Municipalities. Experience in private sector shall not be considered.

28.8.1 Qualifications and competency of each of the key professional as per above will be evaluated separately. The marks for key professionals will be further divided as under:

Sl. No.	Position	Marks
1	Project Manager	7
2	Project Coordinator	7
3	Trainer	6

For evaluation of each of the key professionals the following sub-criteria shall be followed

A	Educational qualifications	20%
B	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	70%
C	Experience in the Region	10%

28.9 Key Experts requirements will be as per details below:

Sl. No	Key Expert	Qualification & Experience Desired
1	Project Manager	<ul style="list-style-type: none"> Post-graduate/Master's degree in Mass Communications, Personnel Management or HR, Social Science, Sociology, PGDBM/PGDM (2 year), Public Administration, Rural Development/Management from any

		<p>recognized University/Govt. approved institution.</p> <ul style="list-style-type: none"> • Seven (7) years of work experience in relevant field/sector preferably in Govt. organization.
2	Project Coordinator	<ul style="list-style-type: none"> • Post-graduate/Master's degree in Mass Communications, Personnel Management or HR, Social Science, Sociology, PGDBM/PGDM (2 year), Public Administration, Rural Development/Management from any recognized University/Govt. approved institution. • Five (5) years of work experience in relevant field/sector preferably in Govt. organization.
3	Trainer	<ul style="list-style-type: none"> • Valid ToT certification. • Well versed in local languages of Assam.

29. PROPOSED ORGANOGRAM / ROLES & RESPONSIBILITIES OF THE REQUIRED MANPOWER

1. Each selected agency shall have to deploy a Project Manager and entrusted with the overall responsibility of coordination and communication with the Mission Directorate JJM Assam regarding conduction of the training sessions in the allotted areas of the agency. The Project Manager should be preferably stationed in a convenient location accessible to the Mission Directorate as and when asked for. Also the Project Manager will have to constantly monitor the ongoing activities by the field level functionaries of the agency and prepare reports for onward submission to the State office. Approval of prescribed training curriculum and intimation of the approved assessing bodies for assessment shall be one responsibility to be executed by the Project Manager.
2. Each selected agency shall to have deploy one Project Coordinator against allotted Division for communication with the Divisional authority regarding preparation of trainees list, selection of venues, approval of attendance sheets, maintaining all the norms of training highlighted in the proposed methodology and scope of work in congruence with the SOP communicated by the State office time to time, approval of deployment plan of the trainers & demonstrators etc. The Project Coordinators should be stationed in a convenient location accessible to the Divisional authority as and when asked for.
3. Each selected agency shall have to deploy sufficient numbers of ToT certified trainers in the field. The Trainers shall impart training to the batch of trainees considering the practical and theory component already defined in the Scope of Work. During practical demonstration of the training against each batch of 20 trainees, one trainer / demonstrator should be deployed.

30. SIGNING OF CONTRACT AGREEMENT

The Empanelled agencies will be required to enter into and execute a contract agreement with the bid inviting authority. The bid documents, corrigendum issued if any, letter of acceptance and empanelment notice shall form part of the contract agreement.

31. FORCE MAJEURE

32.1. **"Force Majeure"** means an exceptional event or circumstance; which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. "Party" means the Employer or the Contractor, as the context requires.

32.2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionising radiation or contain radio-activity, except as may be attributable to the Contractor's use munitions, explosives, radiation or radio-activity; and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

32.3. If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

32.4. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

32.5. Notwithstanding any other provision of this Section, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

32.6. If a Force Majeure situation arises, the Agency shall promptly notify the Employer in writing for such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Employer may terminate the contract, by giving a written notice of 15 days to the agency, if as a result of Force Majeure, the Contractor being unable to perform a material portion of the services for a period of more than 30 days.

32.7. Notwithstanding the provisions of the Quotation, the Agency shall not be liable for

forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

32. PROCEDURE FOR DISPUTE

33.1. An Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time mutually agreed.

33.2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by a mutually agreed Appointing Authority at the request of either party.

33.3. If the Contractor believes that a decision taken by the Employer was either outside the authority the Employer or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Employer's decision.

33.4. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

33.5. The Adjudicator shall be paid by the hour at the rate of INR 1,000.00 together with reimbursable expenses for travel, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

33.6. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or enactment thereof. The place of arbitration shall be Guwahati, Assam.

33. JURISDICTION OF COURT

The courts of Guwahati shall have the exclusive jurisdiction to settle all disputes, if any, arising out of this agreement between the parties.

Sd/ -
Chief Engineer (PHE), Water, Assam,
Cum
Addl. Mission Director, JJM Assam
Hengrabari, Guwahati – 36.

BIDDING FORMATS (TECHNICAL& ANNEXURES)

FORM TECH 1

Covering Letter (On the Letter head of the Bidder)

To,

Date:_____

**The Chief Engineer, PHE (Water) cum
Additional Mission Director, JJM, Assam
PHE CAMPUS, HENGRABARI
GUWAHATI-781036**

**Sub : EMPANELMENT OF AGENCIES FOR PROVIDING ONSITE TRAINING
TO RURAL PLUMBERS, ELECTRICIANS, MASONS, PUMP
OPERATORS, MOTOR MECHANICS AND FITTERS UNDER THE
PROGRAMME OF JAL JEEVAN MISSION, ASSAM.**

Ref : EOI No. 42 of 2021-22

Dear Sir,

With reference to the above, I/We would like to inform you that having examined the EOI Document and application form including guidelines for submission, scope of work etc., we hereby submit all the necessary information and relevant documents for our selection/empanelment.

We understand that Chief Engineer (PHE), Water, cum Additional Mission Director, JJM, Assam reserves the right to reject any application without assigning any reason thereof. We confirm that our Proposal is valid for a period of 120 days from [insert Proposal Due Date]

Yours Faithfully,

(Signature of the Authorized Person)

Date:

Seal:

FORM TECH 2

Details of the Bidder (On the Letter head of the Bidder)

Name of the Agency/organization/Firm (In full in BLOCK LETTERS)	:	
Address	:	
Telephone no	:	
E-mail address	:	
Year of establishment	:	
Place of Business	:	
Contact Person with Contact Details:	:	
PAN Number and GST Number	:	
Experience in Similar Assignment: Number of years Total assignments	:	
Notarized Affidavit for Non- Blacklisting by State/UT/Central Govt./PSU	:	Attached / Not Attached

(Signature of the Authorized Person)

Date:

Seal:

ANNEXURE 1

Notarized Affidavit for Non-Blacklisting
(On the Letterhead of the Bidder)

To

**The Chief Engineer, PHE (Water) cum
Additional Mission Director, JJM, Assam
PHE CAMPUS, HENGRABARI
GUWAHATI-781036**

Sir,

In response to the EOI reference no..... dated..... for empanelment of outreach activity and event management agencies under Jal Jeevan Mission, Assam, I/We hereby declare that our agency has never been black listed either indefinitely or for a particular period of time by any State/Central Government Department or Agency/PSU.

I/ We also declare that we fully understand that if this declaration is found to be incorrect then my/our bid may be summarily rejected without prejudice.

Thanking You

Name of the Bidder
(Signature of Authorized Person)

Date:

Seal:

ANNEXURE 2

SAMPLE FORMAT OF TURNOVER CERTIFICATE (On the Letterhead of the CA)

Name of Organization:		
Annual turnover for last three Financial Years 2018-19, 2019-20 and 2020-21		
Sl. No.	Financial Year	Turnover in INR Lakhs
1	FY 2018-19	
2	FY 2019-20	
3	FY 2020-21	
4	Average Annual Turnover for above three Financial Years	

*** Copies of CA Certified Turnover Certificate mentioning Net Worth to be attached herewith.**

(Signature of the Authorized Person)

Date:

Seal:

UDIN No :

ANNEXURE 3

DETAILS OF ASSIGNMENTS (On the Letterhead of the Bidder)

Sl. No	Client Name and address	Assignment Details and Year of Assignment	Value of Assignment (Rs. In Lakh)	Type of Assignment*

* Copies of minimum 03 (three) nos. of self-attested Work Orders / Completion Certificates to be attached for each type of assignment.

* Type of Assignment to be selected from:

- i. Imparting Training Activities as per the EOI

(Signature of Authorized Person)

Date:

Seal:

ANNEXURE 4

DETAILS OF KEY EXPERTS AND OTHER STAFF WITH TASK ASSIGNMENT / JOBS
(On the Letterhead of the Bidder)

SI No	Key Expert	Name of the Expert	Relevant Experience	Highest Qualification
1	Project Manager			
2	Project Coordinator			
3	Trainer			

(CV's are attached herewith)

(Signature of Authorized Person)

Date:

Seal: