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PORT**



Tender Ref. No. VPPL/CC&T/TP/1/2025

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TENDER DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR SELECTION OF TRAINING SERVICE PROVIDER FOR CONDUCTING SKILL DEVELOPMENT PROGRAM UNDER VADHVAN PORT PROJECT LIMITED (VPPL)

Issued by

Vadhvan Port Project Limited

15th Floor, Express Towers, Nariman Point,

Mumbai, Maharashtra 400 021

www.vadhvanport.in

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Disclaimer

1. The information contained in this Request For Proposal ("RFP"), whether subsequently provided to the Bidders, ("Bidder/s") verbally or in documentary form by Vadhvan Port Project Limited, (henceforth referred as "Authority") in this document or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.
2. RFP document is neither an agreement nor an offer by the Jawaharlal Nehru Port Authority, (the "Authority") to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposals pursuant to this RFP.
3. The Authority does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for the Authority to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by Authority in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
4. The Authority will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Authority or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP document.
5. Authority will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and the Authority reserves the right to accept/ reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application in response to this RFP.
6. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, travelling expenses associated with any demonstrations or presentations, which may be required, by VPPL or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidders and VPPL shall not be liable in any manner whatsoever

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for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

8. Authority reserves the right to change/ modify/ amend any or all provisions of this RFP document. The amended RFP will be made available on the website of Authority.
9. The issue of this tender document does not imply that VPPL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) as the case may be, for the consultancy assignment and VPPL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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1. Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the consultant.
- b) "Applicable Guidelines" means the guidelines or policies of the Asian Development Bank governing the selection and Contract award process as specified in the Data Sheet.
- c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- d) "Bidder" means a single entity in case of Sole Bidder or Consortium, in case of more than one entity bidding together.
- e) "Bids" means the proposals submitted by the Bidder
- f) "Client" or "Authority" means VADHVAN PORT PROJECT LIMITED (VPPL) that signs the Contract for the Services with the selected MSOP
- g) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 of the Form of Contract.
- h) "Data Sheet" means an integral part of the Instructions to Consultants in Section 2 used to reflect the specific country and assignment conditions to supplement, but not to overwrite, the provisions of the ITC.
- i) "Day" means a calendar day.
- j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s) listed in the Data Sheet.
- k) "Financial Bid" or "Commercial Bid" means the cost quoted by the Bidder as per requirement of this RFP
- l) "Government" means the government of the Client's country.
- m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one lead member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant's proposal.
- o) The "Instructions to Consultants (ITC)" (this Section 2 of the RFP) provides the shortlisted consultants with all the information needed to prepare their Proposals.
- p) The "Letter of Invitation (LOI)" (Section 1 of the RFP) is the letter being sent by the Client to the shortlisted consultants.
- q) "MSOP" means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- s) "Technical Proposal" means the document meeting the requirements set up in
- t) The "Request for Proposals (RFP)" is prepared by the Client for the selection of Consultants, based on the RFP.
- u) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- v) "Sub-Consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- w) The "Terms of Reference (TOR)" (Section 5 of the RFP) explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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Abbreviations

Terms	Details
A&M	Approach and Methodology
CA	Chartered Accountant
EMD	Earnest Money Deposit
GST	Goods and Services Tax
ISO	International Organization for Standardization
JNPA	Jawaharlal Nehru Port Authority
MMB	Maharashtra Maritime Board
NSDC	National Skill Development Corporation
NSQF	National Skills Qualifications Framework
QP	Qualification Pack
RFP	Request for Proposal
SPV	Special Purpose Vehicle
SSC	Sector Skill Council
TOR	Terms of Reference
UDIN	Unique Document Identification Number
VPPL	Vadhvan Port Project Limited

1. Introduction

Vadhvan Port is planned to be developed by Jawaharlal Nehru Port Authority (JNPA) and Maharashtra Maritime Board (MMB) as Joint Venture Project with equity share of 74% & 26% respectively through Vadhvan Port Project Limited (VPPL), a Special Purpose Vehicle (SPV) formed for the project development. The port is planned to be developed in two phases.

The vision of Vadhvan Port is to evolve into one of the top 10 ports globally. Additionally, the port will not only attract investments but also create about 12 lakh jobs through direct and about one crore jobs through indirect employment opportunities. Achieving this goal requires a well-planned and focused approach. VPPL envisions establishing a comprehensive Skill Development Training program designed not only to upskill its employees but also to provide valuable training to local communities, thus expanding job and entrepreneurship opportunities for them.

The district surrounding the Vadhvan Port project is expected to benefit directly, especially in terms of employment opportunities for the local population. About 44 villages in and around Dahanu –Palghar are enlisted for implementing the skill development program. To support this, VPPL management has decided to empanel training providers to conduct skill development programs aimed at empowering youth through capacity-building initiatives. This initiative will not only enhance employability but also contribute to the long-term economic growth and development of these areas.

The objective of this RFP of VPPL is to appoint Training Service Provider (TP) interested in conducting skill development trainings in the Vadhvan Port region. VPPL shall engage the appointed TP based on the rates sets in Common Norms for the selected job roles and as per the payment terms as mentioned in this document. The appointment of the TP shall be for a period of 3 (three) years from the date of work order and extendable by another 2 (two) years after review of work done, at the sole discretion of VPPL.

2. Invitation of Proposal

- i. Authority invites bids under two Bid System (Technical Bid and Financial Bid) for selection of Training Service Provider for conducting skill development program under Vadhvan Port Project Limited (VPPL) from the interested consulting firms.
- ii. The bidders are advised to study this RFP document carefully, before submitting their Bids in response to the RFP Notice. The submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- iii. The completed bid comprising of all the mandatory documents should be strictly submitted online at given link <https://eprocure.gov.in/>.
- iv. The complete bidding document has been published on for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bidding process subject to the submission of required RFP Price and EMD.
- v. The bidders (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and commercial Bid. The RFP Price, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the RFP.
- vi. Authority will not be responsible for delay in online submission due to any reason. For this, the bidders are requested to upload the complete bid well in advance so as to avoid any issues.
- vii. Interested bidders fulfilling eligibility conditions as mentioned in this RFP shall submit their proposals online as per the e-tendering portal mentioned in the RFP.
- viii. The proposal should be submitted in two parts/ envelope as follows:
Part 1: Technical Proposal- Envelope A
Part 2: Financial Proposal- Envelope B
- ix. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
- x. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable Bid Document Fee and a Refundable EMD of paid as prescribed in the RFP failing which the bid will be rejected.

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Key Events and Dates

Sr. No	Item Name	Details
1	Bid Reference No	VPPL/CC&T/TP/01/2025
2	Project Name	Request for Proposal (RFP) for selection of Training Service Provider for conducting skill development program under Vadhvan Port Project Limited (VPPL)
3	Name of Issuer of Tender	Vadhvan Port Project Limited (VPPL)
4	Date of notification for Invitation of bids:	16 May 2025
5	Date of Sale of Tender	16 May 2025
6	Last date of receiving of query	22 May 2025 before 3.00 P.M
7	Pre-bid meeting (Date, time and venue)	28 May 2025 at 3.00 PM
8	Last date of submission of Bid	On or before 07 June 2025 at 3.00 PM
9	Date of Opening of Technical Bid	09 June 2025 at 12.30 PM
10	Form of Contract and Class of Contract	Open Tender two cover bidding (E Tender) National Competitive Bidding
11	Tender document Fee	Rs. 21,600 (Rupees Twenty-One Thousand Six Hundred Only) including GST @ 18% through Online e-Tendering Payment Gateway https://etenders.gov.in/eprocure/app
12	Earnest Money Deposit (EMD)	Rs. 1,77,00,000 (Rupees One Crore Seventy Seven Lakhs only) including GST @ 18% through Online e-Tendering Payment Gateway or Bank Guarantee in the name of VPPL payable at Mumbai https://etenders.gov.in/eprocure/app
13	Place of Opening of Financial Bid	Vadhvan Port Project Limited (VPPL)
14	Date of Opening of Financial Bid	To be informed.
15	Validity of Bid	180 Days or expressly withdrawn by bidder after 180 Days
16	Project Duration	3 (Three) Years and extendable by 2 (two) more years as per discretion of the Authority
17	Method of Selection	QCBS (Technical 80: Commercial 20)
18	Bid Clarification and Queries Addressed to	Ms. Ambika Singh Deputy General Manager (Corporate Communications & Training) Vadhvan Port Project Limited (VPPL) E-mail: ambikasingh@jnport.gov.in

<https://etenders.gov.in/eprocure/app>

Sd/-

Deputy General Manager
Corporate Communication & Training

2. Request for Proposal Process

This section includes important information related to RFP.

2.1. General Information and Guidelines

1. Authority invites bids to this Request for Proposals ("RFP") from eligible bidders as per the scope of work defined in Section 5 of this RFP.
2. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.
3. All figures of costs, project values and others shall be mentioned in Indian Rupees only.
4. A bidding entity shall not be entitled to submit another bid for the same RFP.
5. If during the bid process, any information is found false/fraudulent/mala fide, then Authority shall reject the bid and, if necessary, initiate legal action.

2.2. Consortium Conditions

Consortium is allowed for this RFP. The following clauses need to be adhered to in case of Consortium:

1. Bids can be submitted by a consortium of firms. A consortium should not consist of more than 2 parties (including the Lead Bidder). One of the Firms shall be designated as a "Lead Bidder". The non-lead member shall be referred to as the "Other Member". The Lead Bidder shall have the sole responsibility of ensuring the delivery of services mentioned in all volumes of this RFP. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later.
2. The Lead Bidder will be responsible for:
 - a. The management of all Consortium Members who are part of the bid, and
 - b. The entire scope of work as part of the contract.
3. Bids submitted by a consortium should comply with the following requirements also:
 - a. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
 - b. Any firm which is a Lead Bidder/ Consortium to this RFP cannot be a consortium member/ Lead Bidder in any other bid submitted against this RFP.
4. The Lead Bidder shall submit the Consortium Agreement as per the format provided in Annexure C on Non-judicial stamp paper of INR 100 duly attested by notary
5. The consortium member shall submit the Power of Attorney (PoA) to Lead Bidder of Consortium on Non-judicial stamp paper of appropriate value

2.3. Bid Document Fee

The bidders are requested to pay the Bid Document Fee as defined in this RFP. The RFP document can be downloaded from the portal <https://eprocure.gov.in/> on registration. Bids that are not accompanied by the RFP Price or accompanied by inadequate RFP Price, shall be considered non-responsive and will be rejected.

2.4. Earnest Money Deposit (EMD)

The bidders are requested to deposit the **EMD** as defined in the RFP. EMD Exemption is not allowed .

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The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.

1. Bids submitted without the prescribed EMD will be rejected.
2. Unsuccessful bidder's EMD shall be returned to the respective bidder.
3. EMD of Successful bidder will be returned after the award of contract
4. EMD shall be non-transferable.
5. The EMD may be forfeited:
 - If a bidder withdraws his bid during the period of bid validity or its extended period, if any.
 - If a successful bidder fails to sign the agreement
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the Authority, regarding forfeiture of the Bid Security shall be final and binding upon bidders.

VPPL Bank Account Details:

Bank Name and Branch: Bank of India, PUB, Nhava Sheva

Bank Account: 123220110000400

IFSC Code: BKID0001232

Type of Account: Current

NhawaShewa.Raigad@bankofindia.co.in

2.5. Pre-Bid Queries on RFP

The bidders shall send in their pre-bid queries as per the prescribed format specified in Annexure 9 of this RFP and email the same to ambikasingh@jnport.gov.in. It is at the discretion of VPPL to respond to valid and appropriate queries raised before or during the Pre-Bid meeting and published on <https://etenders.gov.in/eprocure/app>. If required, the corrigendum will be issued. This response of VPPL shall become integral part of RFP document.

2.6. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred eighty days) from the date of opening of the technical proposal. The Client reserves the right to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

2.7. Completeness of Response

1. The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. The submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a Bid not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the bid EMD.

2.8. Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence

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activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by VPPL to facilitate the evaluation process, and all other related activities of the Bid process. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This RFP does not commit VPPL to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

2.9. Right to Termination

JNPA may terminate the RFP process at any time and without assigning any reason. VPPL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by VPPL. The bidder's participation in this process may result in VPPL selecting the bidder to engage towards execution of the contract. In the event of such termination, EMD shall be returned, without any interest.

2.10. Authentication of Bids

The Bid document should be completely read and understood by the bidder, the various terms and conditions mentioned in the RFP would be binding upon the bidder. The bidder should make a declaration of the same in the format attached in Annexure 4 and submitted along with Pre-Qualification documents. A letter of authorization in the name of the person signing the Bid documents shall be supported by a written Power-of-attorney accompanying the Bid.

2.11. Late Bids

The bids submitted on the e-tendering portal after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

2.12. Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the solution or any part thereof, the bidder shall expeditiously extinguish such claim. If the Successful bidder fails to comply then Successful Bidder should pay the required compensation to a third party resulting from such infringement. The bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees.

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Bid Submission Instructions

3.

3.1. Bid Submission

1. To view- RFP Notice, Detailed Time Schedule, RFP Document and its supporting documents, and submission of the bid online, kindly visit the Portal: <https://etenders.gov.in/e procure/app>
2. This would comprise of two bid system as below:
 - i. **A: Eligibility Bid and Technical Bid**
 - ii. **B: Commercial Bid**

3. The table below gives details of the documents required in each bid.

Sr. No.	Document Type	Document Requirements
A: Bid Document Fee, EMD, Eligibility Documents, Technical Documents		
1.	Eligibility Bid	The Pre-qualification Bid shall be prepared in accordance with the requirements specified in Section 3.2 of this RFP. The list of documents to be submitted is as mentioned in Annexure 2 of this RFP. Each page of the Pre-qualification Bid should be signed and stamped by the Authorized Signatory of the Bidder. Pre-qualification Bid should be submitted through online bid submission process only
	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 3.3 of this RFP. The list of documents to be submitted is as mentioned in Annexure 3 of this RFP. Each page of the Technical Bid should be signed and stamped by the Authorized Signatory of the Bidder. Technical Bid should be submitted through online bid submission process only
B: Commercial Bid		
2.	Commercial Bid	The Commercial Bid to be submitted online, as per Annexure -Clause no. 3.4 of this RFP

1. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only
2. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid submitted by the bidder.
3. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Pre-Qualification, Technical and Commercial Evaluation of the bid are uploaded on the portal well within time and VPPL shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

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4. VPPL will not accept delivery of Bid and any other supporting documents, in any manner other than that specified in this RFP. The Bid delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after the submission of bid.
5. It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which VPPL reserves the right to reject the Bid.
6. It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.

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3.2. Pre-Qualification Criteria

The bidders shall be evaluated based on the Pre-Qualification criteria mentioned below. The bidders should fulfil all the following eligibility criteria, as per the details mentioned below. Bidders who fulfil all the Eligibility criteria, will be considered for further Technical Evaluation. The proposal failing to meet all the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process. Decision of Authority shall be final in this matter and would be binding upon the bidder.

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
EC 1	Legal Entity	The Bidder (Sole Bidder or in case of Consortium, each member of the Consortium), should be a registered company in India under the Companies Act, 1956 / 2013 or LLP Act 1932 and subsequent amendments. The bidder must be in existence for at least 8 years in India	Copy of Certificate of Incorporation/ Registration/Partnership deed
			Copy of PAN Card
			Copy of GST Registration
EC 2	Turnover	In case of Sole Bidder, the Bidder must have a minimum average annual turnover of Rs 22.5 Crores for the last three financial years (FY 21-22, 22-23, FY 23-24). or In case of Consortium, the Lead Member must have a minimum average annual turnover of Rs. 18 Crores for last three financial years (FY 21-22, 22-23, FY 23-24) AND The Other member must have a minimum average annual turnover of Rs. 4.5 Crores for last three financial years (FY 21-22, 22-23, FY 23-24).	CA Certificate and Relevant pages of Audited Financial Statements clearly stating turnover
EC-3	Net Worth	The Bidder (Sole Bidder or in case of Consortium, both members of the Consortium) should have positive net worth as on March 31, 2024	CA Certificate and Audited Financial Statements
EC-4	Years of experience in Skilling Programs	The Bidder (Sole Bidder or in case of Consortium, both members of the Consortium) should have been operating in vocational/ skills/ capacity building trainings/entrepreneurship trainings for at least 5 years up to the date of release of this RFP	Relevant pages of Copy of Work order or Letter of Intent or Letter of Award or Contract Agreement & CC document, whichever is applicable
EC 4	Affiliation	The Bidder (Sole Bidder or in case of Consortium, each member of the Consortium) should be either: 1. Affiliated Training provider with NSDC, SSC, or 2. Currently engaged with any department of Maharashtra Government organization pertaining to training or skill development programs	Copy of Valid Certificates or Relevant pages of Copy of Work order or Letter of Intent or Letter of Award or Contract Agreement document and CC whichever is applicable
EC-5	Certifications	The Bidder (Sole Bidder or in case of Consortium, both members of the Consortium combined) should have relevant ISO Certifications (at least 3 out of 4 listed below) which are valid as on date of release of this RFP: • ISO 9001 • ISO 20001	Copies of the Valid certificates in the name of Sole Bidder / Lead Bidder

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		<ul style="list-style-type: none"> ISO 27001 ISO 14001 	
EC 6	Experience	<p>The Bidder (Sole Bidder or in case of Consortium, at least one member of the Consortium) must have completed large scale training implementation projects in Maharashtra with any Central Govt. Agencies or Undertaking /State Govt. Agencies or Undertaking/ ULBs or its agencies/Donor agencies as on date of release of the RFP in last 5 years (completion date of the project(s) should be in the last 5 years) as per the below criteria –</p> <ol style="list-style-type: none"> Three projects of value INR 30 Crores + GST each and meeting the above criterion Two projects of value INR 37.5 Crores + GST each and meeting the above criterion One project of value INR 60 Crores + GST and meeting the above criterion 	<ul style="list-style-type: none"> Relevant pages of Copy of Work order or Letter of Intent or Letter of Award or Contract Agreement document or Purchase Order AND Completion Certificate issued by the client or CA certificate with relevant details. The above Documents must be submitted along with Annexure-5 UDIN
EC 7	Resource Strength	<p>The Bidder (Sole Bidder or in case of Consortium, the lead member of the Consortium) must have an employee strength of at least 100 on payroll of the company as on date of release of this RFP</p> <p>In case of Consortium, the Other Member must have an employee strength of at least 25 on payroll of the company as on date of release of this RFP</p>	Self-declaration on the letter head of the company by the HR
EC 7	Blacklisting	The Bidder (Sole Bidder or in case of Consortium, both the members of the Consortium) must not be debarred/ blacklisted by any Government department in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure-7.

Note:

- In case of Consortium bid, it is mandatory that the two firms bidding as part of Consortium for this RFP must have worked earlier as part of Consortium in another project in similar scope of work as defined in this RFP.
- It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/firm/agency is likely to be disqualified should it fail to provide any of the specified documents.
- Bidders are required to furnish compliance with all the Sections mentioned in this RFP, bringing out clear deviation if any. The Authority shall reserve the right to reject the bid in case of any such deviations.
- Projects where Bidder is a Sole Bidder, or Lead or non-Lead Member of the Consortium shall be considered. Project credential of Bidding entity or Parent firm or its Member firm shall be considered. However, the bidder should submit the valid supporting documents indicating the relation between the parent company or member firm with the bidding entity.
- Completed projects shall mean projects where milestones have been achieved, or the duration of the project has been completed as on date of release of this RFP. Documentary evidence substantiating the same must be submitted.
- Bidders that are submitting projects that have contract value in currencies other than Indian Rupees (INR), the contract values shall be converted to INR as per conversion rate as on date of release of this RFP.
- CA Certified documents must include a UDIN generated by the CA

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3.3. Technical Evaluation Criteria (Supporting documents to be attached)

1. The Bidders shall be evaluated based on Technical Evaluation Criteria defined below. The bidder who secures 70 or more marks out of 100 in the Technical Evaluation shall only be considered for further commercial evaluation. The bidder who secures less than 70 marks in the Technical Evaluation shall be rejected and their Commercial Bid shall not be opened. The Technical Evaluation Criteria is mentioned below-

Sl. No.	Basic Requirement	Evaluation Criteria	Maximum Marks	Documents
TE-1 Organizational Competence, Certifications and Affiliations			30 Marks	
TE 1.1	The Bidder (Sole Bidder or in case of Consortium, any member of the Consortium) should have been operating in vocational/ skills/ capacity building trainings/ entrepreneurship trainings up to the date of release of this RFP	No. of Years of Operation: <ul style="list-style-type: none"> Equal to or more than 7 years - 15 Marks > 6 years and < 7 years – 10 Marks > 5 years and < = 6 years - 5 Marks 	15 Marks	Copy of Certificate of Incorporation
TE 1.2	The Bidder (Sole Bidder or in case of Consortium, any member of the Consortium) should have a valid affiliation with Sector Skill Councils (SSC) for conducting training-related activities. (Valid SSC Affiliations Certificates/Letters)	No. of Affiliations: <ul style="list-style-type: none"> More than 6 SSCs – 15 Marks > = 3 and < 6 SSCs – 10 Marks >=1 and < 3 SSCs – 5 Marks 	15 Marks	Valid SSC Affiliations Certificates or Letters
TE-2 Experience in Skill Development and Training			60 Marks	
TE 2.1	The Bidder (Sole Bidder or in case of Consortium, combined experience of both members of the Consortium) should have experience (ongoing or completed projects) in skill development /Training/Capacity Building / Entrepreneurship Training during the last 5 years (either start date or completion date or both start and completion date of the project(s) should be in the last 5 years of date of release of this RFP) with each project value of minimum INR 5 Crore and the project should be with Central Government or State Government or donor agencies	(i) Each project meeting the criterion carries 3 Marks upto a maximum of 5 projects (15 Marks) (ii) Additional 5 marks for each project submitted in above sub-criteria (i) is in Maharashtra upto a maximum of 3 projects (15 Marks)	30 Marks	<ul style="list-style-type: none"> Relevant pages of Copy of Work order or Letter of Intent or Letter of Award or Contract Agreement document or Purchase Order AND The above Documents must be submitted along with Annexure 5
TE 2.2	The Bidder (Sole Bidder or in case of Consortium, at least one member of the Consortium) should have experience of a completed project involving training of at least 35,000 trainees in one single project in the last 5 years (completion date of the project(s) should be in the last 5 years of date of release of this RFP) and the project should be with the Central Government or State Government or donor agencies	(i) No. of candidates trained in a single project (20 Marks): <ul style="list-style-type: none"> > = 1,50,000 – 15 Marks > = 1,00,000 and < 1,50,000 – 15 Marks > 50,000 and < 1,00,000 – 10 Marks > = 35,000 and < 50,000 – 5 Marks (ii) Additional marks if the project submitted in this criterion is implemented in Maharashtra (10	30 Marks	<ul style="list-style-type: none"> Relevant pages of Copy of Work order or Letter of Intent or Letter of Award or Contract Agreement document or Purchase Order AND Completion Certificate issued by the client or CA

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Sl. No.	Basic Requirement	Evaluation Criteria	Maximum Marks	Documents
		Marks)		certificate with relevant details. • The above Documents must be submitted along with Annexure-5
TE-3 Approach and Methodology			10 Marks	
TE 3.1	Approach and Methodology (A&M)	Overall Understanding and its relevance to proposed work Approach and Methodology of the Technical proposed submitted along with work plan based on the terms of reference.	10 Marks	A&M to be submitted as part of Technical Proposal. Presentation schedule shall be informed by Authority post submission of bid and the same will be informed to the Bidders
Total Marks			100	
1. Authority (or a nominated party) reserves the right to request clarification documents from the Bidders during Technical Evaluation criteria and the requisite support must be provided by the Bidder. 2. Completed projects shall mean projects where milestones have been achieved, or the duration of the project has been completed as on date of release of this RFP. 3. Project credential of Bidding entity or Parent firm or its Member firm shall be considered. However, the bidder should submit the valid supporting documents indicating the relation between the parent company or member firm with the bidding entity. 4. CA Certified documents must include a UDIN generated by the CA				

3.4. Commercial Bid

The commercial bids proposals of the bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting. The Commercial Bid will be evaluated as per details provided in Clause 4.5 of this RFP.

4. Evaluation Process

4.1. Bid Evaluation Committee

- i. VPPL shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- ii. The Bid Evaluation Committee shall evaluate the responses to the RFP (Envelope A and B) based on the documents / documentary evidence submitted by the bidder. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- iv. The Bid Evaluation Committee may ask for meetings or may ask for any additional supporting documents with the bidders to seek clarifications on their Bids. The bidder shall submit requisite supporting documents/ certificates on the credentials. The same has to be submitted within the stipulated timeframe as decided by Bid Evaluation Committee, failure to which may result in non-compliance to evaluation process.
- v. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- vi. The Bid Evaluation Committee reserves the right to reject any or all Bids entails the basis of any deviations.
- vii. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- viii. The Bid Evaluation Committee would submit its recommendation to the competent authority whose decision would be final and binding upon the bidders.

4.2. Overall Evaluation Process

The evaluation is based on three stages.

- i. **Stage 1:** The Bids shall be evaluated as per Eligibility criteria mentioned at Section 3.2 and the required documents uploaded online. (Envelope A)
- ii. **Stage 2:** The Bids who qualify the Eligibility criteria will only be considered for the evaluation of Technical Bid as per Section 3.3. (Envelope A)
- iii. **Stage 3:** The Bids who score minimum 70 marks out of 100 in Technical Evaluation, will be considered for further Commercial Evaluation (Envelope B) as per Section 3.4

4.3. Evaluation of Pre-Qualification Criteria

- i. The bidders who have submitted the bid online with stipulated fees (Bid Document Fee and EMD) will be assessed on the eligibility criteria defined in Section 3.2 and compliance to all the documents as per Annexure 2 of this RFP. The documents to be uploaded sequentially as per Annexure 2.

4.4. Technical Bid Evaluation

The evaluation of the Technical Bids will be carried out in the following manner –

- (a) The bids that qualify and meet the requirements of all the Pre-Qualification Criteria shall be shortlisted further for Technical Evaluation.

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- (b) The bidders' technical bid will be evaluated as per the requirements and evaluation criteria as spelt out in Section 3.3 and compliance to all the documents as per Annexure 3 of this RFP. The bidder should upload the required supporting documents for the same.
- (c) In any case, in the event of any deviation from the factual information provided by the bidder in technical Bid, VPPL can reject the bid and also ban the bidder from participation in any future RFPs.
- (d) The committee may seek inputs from their professional and technical experts in the evaluation process.
- (e) The committee reserves the right to do a reference check of the facts stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- (f) The technically qualified bidders will be informed of the date and venue of the opening of the Commercial Bids through a written communication
- (g) Each Bid which qualifies in Pre-Qualification criteria (Envelope A) shall be scrutinized further for Technical Evaluation (Envelop A), as per the following process and will be given marks.
 - i. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 70.
 - ii. The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

$St = 100 \times T/Th$, in which "St" is the Technical Score, "Th" is the highest Technical Score given, and "T" is the Technical Score of the proposal under consideration.

4.5. Commercial Bid Evaluation

The Bidders shall be required to fill the Commercial Bid as per Format provided in Annexure – 7.1 of this RFP. The Commercial Bid ("T") from Annexure-7.1 shall be considered for Commercial bid Evaluation. The Government of Maharashtra's Government Resolution no. भा.खस-2014/ प्र.क्र.82/भाग-III/उद्योग-4, Clause no. 3.1.2.1 is applicable for this RFP. The Financial Proposal of the bidder shall be declared non-compliant commercial bids and shall be summarily rejected if it is not in the range of -20% to +10% of the Course Costs provided in this RFP based on Common Cost Norms. The Evaluation of "T" quoted by the bidder shall be done as below:

- i. The training fee for each qualification pack has been shared as per NSDC Common Cost norms in Annexure 10. This would be referred to as the Course Cost. The existing Common Cost Norms issued by the Ministry of Skill Development and Entrepreneurship on 01 January 2021 or as modified from time to time.

Category	Cost (excluding GST)
Category I	Rs.49.00 per hour per trainee
Category II	Rs.42.00 per hour per trainee

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Category III	Rs.35.00 per hour per trainee
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- ii. Only for the purpose of Commercial Bid Evaluation, cost per hour per trainee of INR 35 (excluding GST) is considered. In the Commercial Bid, the Bidder shall quote a percentage amount which can be positive, negative or zero to indicate whether the Bidder wants to bid more than, less than or equal to INR 35 per hour per trainee (excluding GST) respectively. A positive percentage indicates the bidder intends to bid a cost which is higher than the average Course Cost by that percentage amount. A negative percentage indicates the Bidder intends to bid a cost which is lower than the average Course Cost by that percentage amount. If the Bidder quotes 0%, then the Bidder intends to bid a cost equal to the average Course Cost. For the purpose of understanding, if three Bidders quote -10%, 0% and 10%, their bids will be INR 31.5 per hour per trainee (excluding GST), INR 35 per hour per trainee (excluding GST), and INR 38.5 per hour per trainee (excluding GST) respectively.
- iii. The lowest Commercial Bid (Af) as per calculation in (ii) will be given a maximum financial score (Fm) of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:

$S_f = 100 \times F_m / A_f$, in which "Sf" is the financial score, "Fm" is the lowest Adjusted Commercial Bid, and "Af" the Adjusted Commercial Bid of the Proposal under consideration.

- iv. The Bidders need not consider costs for assessment. The respective Sector Skill Councils shall be engaged by VPPL for assessment and certification of candidates and the cost of assessment per trainee will be paid by VPPL directly to the respective Sector Skill Councils
- v. For the Successful Bidder, the Course Cost for each course shall be calculated based on the per hour per trainee cost calculated as per Clause 4.5 of this RFP (the percentage quoted by the bidder shall apply to all categories of Common Cost Norms). Based on the same, revised Course Costs shall be calculated for the Successful Bidder. For e.g. if the Successful Bidder has quoted -5% (minus 5%) in the Commercial Bid, then the revised per hour per trainee rates (excluding GST) for Category I, II and III shall be INR 46.55, INR 39.9, INR 33.25 respectively and the Course Costs for each course shall be calculated and subsequent payment shall be made based on these revised rates.

4.6. Final Evaluation

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (0.8); P = the weight given to the Financial Proposal (0.2); T + P = 1) as following:

$$S = S_t \times T + S_f \times P,$$

The Selected bidder shall be the First Ranked bidder (having the highest combined score). The Second and third Ranked bidders shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or fails to comply with the requirements specified in the RFP document.

4.7. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative(s) conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

4.8. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

4.9. Conflict of Interest: Conflict of interest exists in the event of:

- i. Conflicting assignments, typically monitoring and evaluation of the mandate being executed by the selected bidder in the future;
- ii. Shareholders of Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and

4.10. Disclosure

- i. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- ii. Bidders must disclose if they as valid on date, are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- iii. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

4.11. Anti-corruption Measure:

- i. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial

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proposals, and recommendation for award of contract, will result in the rejection of the proposal.

- ii. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged incorrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

4.12. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

4.13. Legal Jurisdiction:

All legal disputes between the parties shall be subject to the exclusive jurisdiction of the Courts in Mumbai only.

4.14. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages as per below calculations:

No.	Services	Parameter	Liquidated Damages
1	Completion of Training Program for Batch and Location as approved by VPPL	Within 300 days from approval of Batch and Location by VPPL	A sum equivalent to half percent of the price of the undelivered service for that particular batch only as per stipulated rate

The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Maharashtra.

4.15. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

4.16. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum at portal mentioned in this RFP. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

4.17. Authority's right to accept any proposal and to reject any or all proposal(s):

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

4.18. Copyright, Patents and Other Proprietary Rights:

VPPL shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

4.19. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, war so revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

4.20. Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by process defined in Standard Contract in this RFP. The arbitration proceeding shall be held in VPPL only.

4.21. Disqualification of Proposal

The proposal is liable to be disqualified in the following cases as listed below:

- i. Proposal submitted without Bid Document Fee & EMD as applicable
- ii. A bidder submits more than one proposal for this RFP, either as Sole Bidder or as a Consortium, in which case, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.

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- iii. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- iv. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- v. Proposal is received in incomplete form
- vi. Proposal is received after due date and time for submission of bid.
- vii. Proposal is not accompanied by all the requisite documents/information
- viii. A commercial bid submitted with assumptions, conditions or uncertainty.
- ix. Bids with any conditional technical and financial offer
- x. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest/best value
- xi. Proposal is not properly sealed or signed
- xii. Proposal is not conforming to the requirement of the scope of the work of the assignment.
- xiii. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- xiv. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- xv. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- xvi. Any other condition/situation which holds the paramount interest of the Client during the overall selection process.

4.22. **Liability**

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

4.23. **Indemnity**

The Consultant at all times during the pendency of this agreement, keep the Government/ Authority/ Corporation Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

4.24. **PERFORMANCE BANK GUARANTEE:**

- (i) The bidder shall furnish to the Employer, a Performance Guarantee (PG) for an amount equivalent to 5 % of the Contract Price including GST (as indicated in LOA/WO), in the form of Demand Draft drawn from a Nationalized/ Scheduled Bank within 21 days from the date of issue of Letter of Acceptance(LOA).

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- (ii) In case, the value of the Performance Guarantee (PG) is more than Rs. 2.0 lakhs, the PG may be submitted in the form of Bank Guarantee (B.G), from any Nationalized/ Scheduled Bank, having its branch in Mumbai. The format of BG is available in the tender. The validity of the bank guarantee shall be contract period plus warranty period plus a claim period of three months. The BGs shall be extended suitably by the contractor in case of any delay in execution of work. This BG shall be extendable suitably in case the contract is being extended.
- (iii) Failure of the successful Tenderer to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract and forfeiting the Earnest Money Deposit.
- (iv) The DD/BG submitted towards performance of tender will be returned to the tenderer on completion of contract period of the work to the satisfaction of employer within 30 days from the date of successful completion of contract on receipt of an application from the contractor.
- (v) VPPL will be entitled to en-cash the Bank Guarantee (BG)/Demand draft (DD) deposited by the contractor to the Port, in any of the following events:
 - a) In case of failure on the part of the contractor, at any time, during the continuance of this contract, to comply with any of the conditions herein contained.
 - b) In case of any breach of contract, or
 - c) After Service provided by the contractor during the period of contract is found to be unsatisfactory in the opinion of Engineer-in-charge and VPPL.

In case of forfeiture of security deposit or performance guarantee, GST will be applicable. The Proforma of Bank Guarantee for Performance Guarantee is given at Annexure: XI

4.25. Insurance Coverage and Third party insurance

The insurance coverage against the risks shall be as follows:

- (a) Professional liability insurance, with a minimum coverage of One time the total amount of the Contract;
- (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;
- (c) Third Party liability insurance, with a minimum coverage of "in accordance with the applicable law in India";
- (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in India, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

The bidder (without limiting his obligation and responsibilities) shall insure against any damage or loss or injury which may occur to any property or to any person (Including property and Employees of the Employer) by or arising out of the execution of the works in the carrying out of the contract. Such

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insurance shall be affected with an Indian Insurance Company and in terms approved by the Employer (which approved shall be unreasonably withheld). The bidder shall, whenever required, produce to the Engineer-in-Charge the policy or policies of insurance and the receipts for the payment of the current premiums. The bidder shall take a Third Party Insurance for a minimum amount of Rs.5.00 Lakhs to any one incident with a provision for reinstatement to the same value after every incident

4.26. Workmen's Compensation

The bidder shall at his own expenses obtain such insurance as may be necessary to cover the liability of the bidder or as the case may be of such sub-contractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such sub-contractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer. The copy of the same shall be submitted to VPPL.

The successful bidder will be liable and responsible to pay compensation for Injury to any staff or workmen under the provision of Employees State Insurance Act and Workmen compensation Act and bidder shall register themselves for ESI Raigad district.

The bidder shall indemnify VPPL in the event of Port being held liable to pay compensation for injury to any contractor workmen under ESI Act 1948 or Indian workmen's compensation Act 1923 as amended from time to time.

The bidder shall submit details of all employees covered under ESI act 1948 or Workmen Compensation Act 1923 before commencement of contract.

The bidder shall ensure that all the employees under this contract are covered under the statutory provisions stipulated under ESI Act 1948 or Workmen compensation act 1923. Bidder shall register themselves for ESI for Thane(Dahanu-Palghar) area.

4.27 INTEGRITY PACT

To improve transparency and fairness in tendering process and/or during execution of work undertaken, the client is to implement a transparency pact.

The Pre-Contract Integrity Pact, signed by all the prospective Bidders and the client shall commit the

persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive

practices in the tendering process and also during implementation of the contract. Only those Bidders

who have entered into Integrity Pact with the client shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure-XI) provided in the tender is a basic

qualifying requirement.

Pre-contract Integrity Pact is to be executed on plain paper with VPPL Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

5. Terms of Reference

5.1. Scope of Work

Vadhvan Port is planned to be developed by Jawaharlal Nehru Port Authority (JNPA) and Maharashtra Maritime Board (MMB) as Joint Venture Project with equity share of 74% & 26% respectively through Vadhvan Port Project Limited (VPPL), a Special Purpose Vehicle (SPV) formed for the project development. The port is planned to be developed in two phases.

The vision of Vadhvan Port is to evolve into one of the top 10 ports globally. Additionally, it aims to create both direct employment opportunities for 12 lakh youths and above one crore jobs opportunities indirectly. Achieving this goal requires a well-planned and focused approach. VPPL envisions establishing a comprehensive Skill Development Training program designed not only to upskill its employees but also to provide valuable training to local communities, thus expanding job and entrepreneurship opportunities for them.

The district surrounding the Vadhvan Port project is expected to benefit directly, especially in terms of employment opportunities for the local population. About 44 villages in and around Dahanu –Palghar are enlisted for implementing the skill development program. To support this, VPPL management has decided to empanel training providers to conduct skill development programs aimed at empowering youth through capacity-building initiatives. This initiative will not only enhance employability but also contribute to the long-term economic growth and development of these areas.

The objective of this RFP of VPPL is to appoint Training Service Provider (TP) interested in conducting skill development trainings in the Vadhvan Port region. VPPL shall engage the appointed TP based on the rates set in Common Norms by NSDC for the selected job roles and as per the payment terms as mentioned in this document. The appointment of the TP shall be for a period of 3 (three) years from the date of work order.

The appointed entity would be required to carry out end to end skilling and training of approximately 35,000 candidates under various job roles as NSQF (National Skill Qualification Framework) within stipulated timelines which shall be decided by VPPL. The number of target beneficiaries may increase as per the decision of VPPL. The number of job roles may also increase as per decision of VPPL. Tentative list of job roles along with Course Cost and Assessment Fee is mentioned in Annexure 10 of this RFP. The Course Cost shall be aligned to NSDC cost norms and any revision in cost norms by NSDC. The initial target of 35,000 shall be completed by the Training Service Provider within the first three years and the Authority reserves the right to increase the target post completion of the initial 35,000 candidates.

The selected training provider is expected to deliver industry-driven, NSQF-aligned training programs aimed at achieving sustainable, high-quality employment outcomes at scale. Placements should occur in companies, adhere to decent work principles, and offer opportunities for retention and career growth.

The training model must incorporate high levels of co-branding in all aspects, including processes, activities, and outcomes, thereby establishing a benchmark for training quality, content (with appropriate use of technology), and delivery methods. Additionally, the provider should implement a structured upskilling pathway that allows trainees to progressively attain higher skill levels and certifications, beginning at a novice level.

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The selected training provider must commit to and fulfill the following deliverables:

The training service provider will be responsible for managing and delivering comprehensive skill development programs from initial awareness creation to post-placement support. The provider's responsibilities will include the following:

- i. Awareness and Community Engagement: Conduct programs and activities to raise awareness in local communities about available training opportunities. Engage stakeholders and inform potential candidates about the benefits and details of the training programs.
- ii. Mobilization and Enrolment: Identify and enroll local youth and workers from surrounding communities into the training programs, ensuring active participation from the target population and promoting inclusivity.
- iii. Prior to initiation of training, ground-level mobilization must be done by TP at their own cost.
- iv. Mobilization should be accompanied by counseling wherein TP are expected to provide trainee with all possible information on the nature of work in the sector/trade, risks involved, with the aim of helping trainee and their families make informed choices.
- v. For the purpose of registration, TP has to collect trainee's Aadhaar card photocopy, qualification document, etc.
- vi. Training Delivery: Provide hands-on, industry-specific training, with a strong focus on hygiene, health, and safety procedures. The training will be conducted by trainers certified through the Training of Trainers (TOT) program, using a curriculum aligned with NSDC and SSC guidelines. The training will combine both theoretical knowledge and practical skills.
- vii. TP has to create a batch of 30 to 50 trainees to conduct skill development training.
- viii. Attendance must be collected and submitted to VPPL while submitting the invoices for the work done, VPPL officials will verify attendance at any time.
- ix. Competency Assessment: Assist in conducting structured assessments of trainees' competencies, ensuring they meet industry standards as per NSDC norms.
- x. TP to facilitate assessment of trainee after completion of training by VPPL appointed sector skill council.
- xi. TP should also conduct regular internal assessment in the form of quizzes, assignments, and tests to develop the learning habit among trainees.
- xii. Training Venue & Training Material
- xiii. TP should arrange for on-site training venue
- xiv. Provide participants with academic notes and kits as per job roles.
- xv. Manage venue preparation to the required training standards and technology requirements.
- xvi. Training delivery equipment such as projectors, speakers, mikes, classroom infrastructure, etc.

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- xvii. Other required infrastructure and furniture as per norms
- xviii. Placement Opportunities: Facilitate placement opportunities for trained individuals within relevant sectors, especially in port-related industries or affiliated companies, ensuring that trainees secure meaningful and sustainable employment. As per PMKVY 3.0 guidelines for placement, the TP is expected to make best efforts to:
- a. Place 50% of the certified candidates
 - b. Out of the total candidates placed, 50% in wage employment
- xix. Post-Placement Support: Provide post-placement assistance for a period of 3 months to ensure smooth transition and integration of the trainees into the workforce. This support will involve monitoring and addressing any issues faced by the candidates, ensuring their success in the workplace.
- xx. Reporting and Documentation: Prepare and submit detailed reports documenting the progress of the training program. These reports will include data on the number of trainees, assessment results, placement statistics, and success stories, offering insights into the effectiveness and outcomes of the training initiative.
- xxi. Other Activities :
- Not more than 1 (One) courses per candidate shall be given during the year, approval of VPPL will be mandatory for second course. TPs will communicate to follow this condition, if needed.
 - Group photos of all batches to be taken.
 - TP shall submit batch-wise details of trainees in the format decided by VPPL.
 - Persons deployed as trainers by the TP must be competent, authorized instructors.

5.2. Payment, Timelines of deliverables

i. Cost Per Candidate

The cost per candidate has been aligned to the Qualification Pack as per existing Common Cost Norms issued by the Ministry of Skill Development and Entrepreneurship on 01 January 2021 or as modified from time to time.

Category	Cost (excluding GST)
Category I	Rs.49.00 per hour per trainee
Category II	Rs.42.00 per hour per trainee
Category III	Rs.35.00 per hour per trainee

Note:

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1. The above cost mentioned are as per existing NSDC Common Cost Norms and shall be subject to ongoing prevailing NSDC Common Cost Norms.
2. The respective Sector Skill Councils shall be engaged by VPPL for assessment and certification of candidates and the cost of assessment per trainee will be paid by VPPL directly to the respective Sector Skill Councils

ii. Payment Terms as per NSDC Norms

The payment per batch shall be paid out in three tranches as per table below

Tranche	Payment Percentage	Payment Milestone	Documents required to be submitted
Tranche 1	30 %	Payment on commencement of training	1. Attendance Sheet show casing commencement of batch with attendance of the students 2. Geo Tagged Photo of the batch in progress
Tranche 2	30 %	Payment on batch achieving 70% attendance once and 50 % of the training is over	1. Attendance Sheet with 70% of the batch strength being present on any day of the training since inception upto 50% of Training Duration 2. Geo Tagged Photo of the batch in progress
Tranche 3	40 %	Payment on Certification (passed candidates only)	1. Copy of the certificates of the successful students

- iii. For Successful Bidder, the Course Cost for each course shall be calculated based on the per hour per trainee cost calculated as per Clause 4.5 of this RFP (the percentage quoted by the bidder shall apply to all categories of Common Cost Norms). Based on the same, revised Course Costs shall be calculated for the Successful Bidder. For e.g. if the Successful Bidder has quoted -5% (minus 5%) in the Commercial Bid, then the revised per hour per trainee rates (excluding GST) for Category I, II and III shall be INR 46.55, INR 39.9, INR 33.25 respectively and the Course Costs for each course shall be calculated and subsequent payment shall be made based on these revised rates.
- iv. The Invoice will be submitted every Month based on the batches trained and certified every month as defined in the RFP
- v. The payment shall be made within 15 days after submission of Invoice with all supporting documents.
- vi. Payment shall be made by Authority to the Lead Partner only and the Lead Partner shall pay the Other Member and sub-contractors, if any as per agreed terms and conditions between the Lead Partner and other partners.

5.3. Contract Period

The initial duration of engagement of Training Service Provider would be 3 (three) years. The initial target of 35,000 shall be completed by the Training Service Provider within the first three years. The Authority reserves the right to provide additional targets beyond 35,000 as per its discretion. The agreement can be renewed for a further period of 2 years.

6. Technical Proposal Submission Forms

Technical Bid Checklist

Sl. No.	Description	Submitted (Yes/No)	Page No.
a)	Covering Letter ((Annexure-1)		
b)	Bid Document Fee of Rs.		
c)	Rs. _____ as EMD		
d)	Copy of Certificate of Incorporation / Registration of the Bidder		
e)	Copy of PAN		
f)	Copy of Goods and Services Tax Identification Number (GSTIN)		
g)	ISO Certification		
h)	General Details of the Bidder (Annexure-2)		
i)	Financial details of the bidder (Annexure-3) along with all the supportive documents such as CA certificate/copies of Profit – Loss Statement and Balance Sheet for the concerned period		
j)	Power of Attorney (Annexure-4) in favor of the person signing the bid on behalf of the bidder.		
k)	List of completed/on-going assignments of similar nature (Past Experience Details) (Annexure-5) along with the copies of work orders/agreement/ LOA/ PO mentioned in the RFP for the respective assignments		
l)	Self-Declaration on No Conflict of Interest (Annexure-6)		
m)	Undertaking for not have been blacklisted by any Central / State Govt./any Autonomous bodies as on date of submission of the bid. (Annexure-7)		
o)	Approach and Methodology (Annexure-8)		

Undertaking:

All the information has been submitted as per the prescribed format and procedure.

- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

6.1. **Annexure -1: Covering Letter**

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

.....
.....

Subject: Request for Proposal (RFP) for Selection of Training Service Provider for Conducting Skill Development Program under Vadhvan Port Project Limited (VPPL)

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. <<>> Dated: <<>> I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 180 Days from the date of opening of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further precontract costs. In case, any provisions of this RFP/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

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6.2. Annexure-2: Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Name: Mobile No. : Email id :	
4	Registration / Incorporation Details Country: Registration No: Date & Year. :	
5	Bid Document Fee Details Amount: Reference No. : Date: Name of the Bank:	
6	EMD Details Amount Reference No. : Date: Name of the Bank:	
7	PAN Number	
8	Goods and Services Tax Identification Number (GSTIN)	
9	Willing to carry out assignments as per the scope of work of the RFP	YES/NO
10	Willing to accept all the terms and conditions as specified in the RFP	YES/NO
11	Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last seven years?	YES/NO

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _

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6.3. Annexure-3: CA Certificate

CA Certificate (Financial Details)

To,

.....
.....

Subject: **Request for Proposal (RFP) for Selection of Training Service Provider for Conducting Skill Development Program under Vadhvan Port Project Limited (VPPL)**

Dear Sir,

This is to certify that, (Name of the Bidder) has an average annual turnover for the last three years as Rs.----- (In words-----
-----)

Sr No	Financial Year	Annual Turnover/ Revenue (INR in Crores)
1	2021-22	
2	2022-23	
3	2023-24	
Average		[Calculated Average Turnover]
Net Worth as on 31 March 2024		

Supporting Documents: CA Certificate and Audited Financial Statements (Submission of relevant pages of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_

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6.4. Annexure-4: Format for Power of Attorney

<< to be submitted on INR 500 Rs. Stamp Paper>>

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) 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 Proposal for the **“Request for Proposal (RFP) for Selection of Training Service Provider for Conducting Skill Development Program under Vadhvan Port Project Limited (VPPL)”** including signing and submission of all documents and providing information / responses to the Authority, representing us in all matters before Authority, and generally dealing with the Authority in all matters in connection with our Proposal for the said Project.

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.

IN WITNESS WHEREOF,

we, *[Name of the Company/Organization]*, have executed this Power of Attorney on this **[Date]** at **[Place]**.

Witnesses:

1.

2.

Notarized:

Accepted (Signature, name, designation and address of the Attorney)

6.5. **Annexure-5: Bidder's Past Experience Details****(BIDDER'S RELEVANT EXPERIENCE DETAILS)**

Sl. no.	Duration of Assignment with location (City/District/ State/Country)	Name of Assignment with description	Name, address, contact information of the Client	Contract Value (in INR)	No. of Trainees Benefited
A	B	C	D	E	H
1					
2					
3					
4					

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal:___

6.6. Annexure 6: Information Regarding Any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your agency which are of conflicting nature. If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as per Clause 4.9 of the RFP.

I also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

6.7. Annexure 7: Undertaking for Non-blacklisting

(On Bidder's Letter Head)

To,

.....

.....

Date:

Subject: **Request for Proposal (RFP) for Selection of Training Service Provider for Conducting Skill Development Program under Vadhvan Port Project Limited (VPPL)**

Dear Sir,

I/We, **[Name of the Agency]**, having our registered office at **[Registered Address]**, do hereby declare and confirm that:

As of the date of submission of this proposal, our agency:

1. Has not been **debarred, blacklisted, or banned** by any **Government department, Public Sector Undertaking (PSU), or any other competent authority in India** for corrupt or fraudulent practices.
2. Is not under any **declaration of ineligibility** for participating in any tendering or procurement process due to corrupt, fraudulent, or unethical practices.
3. Has not been involved in any activities that may lead to blacklisting or disqualification under the applicable laws and regulations.

We understand that any false declaration in this regard may lead to rejection of our proposal and may result in further legal and administrative actions as per the terms and conditions of the bidding process.

For and on behalf of [Agency Name]

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

6.8. Annexure-8: Approach and Methodology**DESCRIPTION OF APPROACH AND METHODOLOGY TO UNDERTAKE THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology:

a. Topics like Key approach tracks, Proposed Framework, Information matrix, etc.

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting the compatibility of the same with the proposed approach such as Detail research design including sample design and estimation procedure, Suggestive tools for data collection, Analysis of field data and preparation of reports, etc.

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities

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6.9. Annexure-9: Format for Pre-Bid Queries

Name of the Bidder				
Name of the Sender				
Designation				
Sr. No.	Page Number	Clause Reference	Clause Description	Modification/Clarification required

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6.10. Annexure-10: Trade wise Qualifications Packs

Sr.No	Job Roles as Per Chatbot	NSDC Qualification Pack (Course)	QP Code	NSDC - Sector Skill Council	QP Hours	Rate As per Common Cost Norms	Course Cost (excluding GST)	Assessment Fee (excluding GST)
1	Plumber	Plumber - General	PSC/Q0104	Water Management & Plumbing Skill Council	432	49	21,168	900
2	Electrician	Helper Electrician	CON/Q0601	Construction Skill Development Council of India	270	49	13,230	525
3	Electrician	Assistant Electrician	CON/Q0602	Construction Skill Development Council of India	390	49	19,110	525
4	Welder/Fabricator	Helper Fabrication	CON/Q1201	Construction Skill Development Council of India	300	49	14,700	525
5	Welder/Fabricator	Fabricator	CON/Q1206	Construction Skill Development Council of India	450	49	22,050	525
6	Food & Fruit Processing	Processed Food Entrepreneur	FIC/Q9001	Food Industry Capacity & Skill Initiative	480	35.1	16,848	900
7	Fish Processing	Fish and Sea food Jr. Processor	FIC/Q4001	Food Industry Capacity & Skill Initiative	210	49	10,290	900
8	Beauty Therapy	Assistant Beauty Therapist	BWS/Q0101	Beauty & Wellness Sector Skill Council	450	42	18,900	900
9	Laptop & Mobile Repairing	Mobile Phone Hardware Repair Technician	ELE/Q8104	Electronics Sector Skills Council of India	600	49	29,400	900
10	Laptop & Mobile Repairing	Field Technician Computing and Peripherals	ELE/Q4601	Electronics Sector Skills Council of India	510	49	24,990	900
11	Mason	Assistant Mason	CON/Q0201	Construction Skill Development Council of India	350	49	17,150	525

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Sr.No	Job Roles as Per Chatbot	NSDC Qualification Pack (Course)	QP Code	NSDC - Sector Skill Council	QP Hours	Rate As per Common Cost Norms	Course Cost (excluding GST)	Assessment Fee (excluding GST)
12	Office Assistants (Knowledge of MS Office, Tally package, Office Administration)	Multifunctional Office Executive	MEP/Q0205	Management & Entrepreneurship and Professional Skills Council	570	35.1	20,007	750
13	Driving	Light Motor Vehicle Driver Level 3	ASC/Q9702	Automotive Skill Development Council	200	49	9,800	525
14	Two Wheeler Repairing	Two Wheeler Service Technician	ASC/Q1411	Automotive Skill Development Council	480	49	23,520	525
15	Four Wheeler Repairing	Four Wheeler Service Technician	ASC/Q1402	Automotive Skills Development Council	480	49	23,520	525
16	Nursing	General Duty Assistant	HSS/Q5101	Healthcare Sector Skill Council	420	42	17,640	900
17	Care Giver	Geriatric Caregiver	HSS/Q6002	Healthcare Sector Skill Council	720	42	30,240	900
18	Air Conditioning and Refrigerator repairing	Field Technician - AC	ELE/Q3102	Electronics Sector Skills Council of India	600	49	29,400	900
19	Air Conditioning and Refrigerator repairing	Field Technician Other Home Appliances	ELE/Q3104	Electronics Sector Skills Council of India	600	49	29,400	900
20	E-Vehicle Repairing	Electric Vehicle Service Technician	ASC/Q1429	Automotive Skill Development Council	720	49	35,280	900

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Sr.No	Job Roles as Per Chatbot	NSDC Qualification Pack (Course)	QP Code	NSDC - Sector Skill Council	QP Hours	Rate As per Common Cost Norms	Course Cost (excluding GST)	Assessment Fee (excluding GST)
21	Tailoring	Self Employed Tailor	AMH/Q1947	Apparel, Made-Ups & Home Furnishing Sector Skill Council	340	49	16,660	900
22	Solar Panel Installation and Servicing	Solar Panel Installation Technician	ELE/Q5901	Electronics Sector Skills Council of India	600	49	29,400	900
23	Dye Making	Processing Supervisor (Dyeing & Printing)	AMH/Q0615	Apparel, Made-Ups & Home Furnishing Sector Skill Council	480	49	23,520	900

6.11 Annexure 11: - proforma of performance guarantee**FORM:X -****PROFORMA OF 'PERFORMANCE GUARANTEE' IN THE FORM OF BANK GUARANTEE'**

SPECIAL NOTE: - THE PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE IN THE FORMAT GIVEN BELOW SHALL BE SUBMITTED WITHIN 21 DAYS FROM THE DATE OF RECEIPT OF WORK ORDER OR L.O.I. AND THE SAME SHOULD BE FROM THE NATIONALISED / REPUTED SCHEDULED BANK.

(On Non-Judicial Stamp paper worth Rs.100/-)

_____ Bank.

(Bank's full address, Phone No., Fax No. and E-mail ID)

To,
The Director- VPPL
Vadhvan Port Project Limited
15th Floor, Express Towers, Nariman Point, Mumbai, Maharashtra 400 021
Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____ to _____

Last date for lodgment _____

KNOW ALL BY THESE PRESENT that _____ a banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at _____ (herein called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS

WHEREAS Board of Trustees of VPPL constituted under the Major Port Authorities Act, 2021 (hereinafter called 'The Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of contract) _____ (hereinafter called 'Tender') as per conditions of the contract, scope of work, specifications, drawings etc. covered under the 'Tender'.

AND WHEREAS (Name of Contractor) _____ (Hereinafter called 'Tenderer') has offered to carry out the work, as specified in the conditions of contract, scope of work, specifications, etc.

AND Whereas the Board has accepted the offer of M/s. _____ vide its letter No: _____ dated _____ day of _____ 200_. AND WHERE AS it is one of the conditions of the said tender that the _____ should interalia furnish a guarantee of a Nationalized/ Scheduled Bank having its branch in Mumbai for the due performance of terms and conditions of the said Tender.

AND WHEREAS, the _____ has requested the Bank to give the said guarantee and

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the Bank has agreed to do so on the manner hereinafter appearing. NOW THIS INDENTURE WITNESSETH that the Bank doth hereby stand surety for the said sum of Rs. _____ Rupees _____).

AND BOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the _____ and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs. _____ (Rupees _____) as may become payable to the Board by the Tenderer by virtue or arising out of the above mentioned Tender or by reason of and breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Tender by _____ in respect of which the decision of the Board shall be that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to _____ with regard to the performance of the Tender but this indenture shall remain in full force and effect until all the due of Board under or by virtue of the said tender have been fully paid and the _____ has duly fulfilled all his/their obligations under the tender and the terms and conditions of the tender has been fully complied with and that _____ has executed the work to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Banks consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said tender or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against _____ and to bear or enforce any of the terms and conditions relating to the said agreement and the bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the _____ or for any in overbalance indulgence by the Board to the _____ or by the any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving them.

And the said bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force up to and inclusive of the _____ day of _____ and if the contract is not executed in accordance with terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of expiry of free maintenance period of 2 years commencing from the date of certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of _____ this Guarantee for a further period of 2 years to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal of renewals thereof as to keep the same valid and subsisting till expiry of free maintenance period of 2 years commencing from the date of completion certificate is to be issued by the Board and for 6 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding :

1. That the period of the Guarantee or the renewal of renewals thereof has not expired or :
2. That the period of Guarantee or the renewal or renewals thereof has already expired :
3. That a performance period of 2 years commencing from the date of substantial completion certificate to be issued by the Board has not expired.

AND THE BANK further declares that notwithstanding anything to the contrary contained here in above, the Banks liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of expiry of free maintenance period of 2 years commencing from the date of completion certificate to be issued

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by the Board all the rights of the Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability. The Bank agrees that the COURTS OF MUMBAI only shall have exclusive JURISDICTION, applicable in case for Indian Party or Bank.

IN WITNESS WHEREOF, the duly constituted Attorney/s of the Bank has hereunto set his/their hands and seals on the _____ day of _____.

SIGNED, SEALED AND DELIVERED
by the with in named _____
_____ through its
duly constituted Attorney/s

_____ in the presence of :

6.12 Annexure 12 : Format of Integrity Pact**INTEGRITY PACT
BETWEEN**Vadhvan Port Project Limited (VPPL) hereinafter referred to as "The Principal"
AND(Name of The bidders and consortium members).....hereinafter referred to as "The
Bidder/Contractor

Preamble: The Principal intends to award, under laid down organizational procedures, contract/ concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself for third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- (c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
- b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
- c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted

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electronically.

- d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
 - g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

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1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri _____ independent Monitor, for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairman of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairman of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

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If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. VADHVAN PORT PROJECT LIMITED, Administration Building, Sheva, Navi Mumbai – 400 707.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal

For the Bidder/Contractor

Place: JNPA, Navi Mumbai

Witness-1:

Witness-2:

Date: ____/____/2025

7. Commercial Proposal Submission Forms

7.1. Financial Proposal

Sub: Commercial Bid for Request for Proposal (RFP) for Selection of Training Service Provider for Conducting Skill Development Program under Vadhvan Port Project Limited (VPPL)

COMMERCIAL PROPOSAL

Having gone through the RFP document and having fully understood the Scope of Work; we are pleased to quote the following Financial Quote for the Consultancy:

Summary Table: A

Parameter	Formula	Value
Cost per hour per trainee (excluding GST) (for Commercial Bid Purpose)	A	INR 35
Percentage Quote (positive, negative or zero)	B (in %)	(To be Quoted by Bidder in Percentage)
Revised Cost per hour per trainee (excluding GST) (for Commercial Bid Purpose)	$C = A \times (1+B)$	Automatically calculated

1. The Commercial Bid ("C") from the above table shall be considered for Commercial Bid Evaluation as per Clause 4.5.
2. The percentage quote shall be applicable for all three categories of per hour cost norms.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
4. GST payable shall be as per Applicable Rules time to time.
5. Any discrepancies between Figures and Words, Words shall prevail.
6. The Commercial Proposal Table A shall be submitted as part only through Online e-Tendering Solution.
7. Payment shall be as per Payment and Milestone 5.2 of this RFP.

Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 180 days from the date of opening of proposal. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

The Financial proposal is without any condition.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

END OF THE DOCUMENT