

REQUEST FOR PROPOSAL

FOR

Selection of Project Management Unit (PMU) by Bihar Skill Development Mission (BSDM) for effective Implementation and Monitoring of Sankalp Scheme in Bihar through deployment of Human Resources at State as well as at District levels.



RFP No: BSDM/13/2021-2022

Date: 11.01.2022

**BIHAR SKILL DEVELOPMENT MISSION (BSDM)
DEPARTMENT OF LABOUR RESOURCES
GOVERNMENT OF BIHAR,
A-WING, 5TH FLOOR, NIYOJAN BHAWAN, PATNA- 800001
Email Id: biharskilldevelopmentmission@gmail.com
Website: www.skillmissionbihar.org**

Bihar Skill Development Mission (BSDM)

Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004

Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org

Notice Inviting Request for Proposal

RFP No: BSDM/13/2021-2022

Date-

Additional Chief Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (**Two Bid System**) from reputed and experienced Agencies **for Selection of Project Management Unit (PMU) by Bihar Skill Development Mission (BSDM) for effective Implementation and Monitoring of Sankalp Scheme in Bihar through deployment of Human Resources at State as well as at District levels.**

Kindly note that the selection of agencies under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

Document Fee and Tender Processing Fee: All Applicants have to pay a non-refundable Document Fee of Rs. 25,000/- (Rupees Twenty-Five Thousand only) and Tender Processing Fee of Rs. 590.00 (Five Hundred Ninety only) **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. 3,00,000/- (Three Lakh) only, **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> and can be searched by clicking the Tab “Tender” on home page of above website and then going to Latest Tender by searching Department Name as “Labour Resources Department”.

The Proposal has to be submitted in online mode containing following cover stage-

A) Technical Bid Open Stage and B) Cost Bid Open Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the “e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be available to download from the above websites from **11.01.2022**. The **Pre-bid meeting** will be held on **04:00 PM of 18.01.2022 (both physically and virtually)**. The last date for uploading of proposal/bid will be **08.02.2022 up to 15.00 Hrs**. Technical Bid will be opened on or after **08.02.2022 post 16:00 Hrs**. **The Evaluation of Bids will be under QCBS**. Please refer RFP document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned for the same.

**Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources, Govt. of Bihar**



Bihar Skill Development Mission

Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
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Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org

NOTICE INVITIG e-TENDER

(Through e-Procurement Mode only)(<https://www.eproc2.bihar.gov.in>)

Tender Notice No: RFP No: BSDM/13/2021-2022

Date-

Proposals (**Two Bid System**)are invited from reputed and experienced Agencies for Selection of Project Management Unit (PMU) by Bihar Skill Development Mission (BSDM) for effective Implementation and Monitoring of Sankalp Scheme in Bihar through deployment of Human Resources at State as well as at District levels.

Tender Schedule/Program:

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 11.01.2022 (15:00 Hrs.) (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending Pre-Bid queries by e-mail	17.01.2022 up to 15.00 Hrs. on rakesh.ranjan2044@gov.in
3.	Date, Time and Place of Pre-Bid Meeting	Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 04:00 PM of 18.01.2022. A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.
4.	Publishing of Pre-Bid queries response	Latest by 24.01.22 on best effort basis at e-proc website/ BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	08.02.2022 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 08.02.2021 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
8.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
9.	Method of Selection	As per RFP
10.	Bidding in Consortium/Joint Venture	Yes (maximum 3)
11.	Bid Proposal Validity	365 days from the date of opening of bid
12.	Agreement Period	03 year from the date of signing of contract; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of BSDM.
13.	Contact person/Nodal Officer for queries	Mission Manager (Program& Implementation) Email: rakesh.ranjan2044@gov.in contact no: 0612-2528455/7979844165

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website(<https://www.eproc2.bihar.gov.in>).
 - **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
 - Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
 - The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
 - The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
 - The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
 - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
 - The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
 - Conditional Bids shall be out-rightly rejected.
 - **Validity of Bids:** Minimum 365 days from Last date of Bid submission.
 - **Pre-Bid Meeting:** BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment, may not be entertained.
- BSDM will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP. BSDM may incorporate any changes in the RFP based on**

acceptable suggestions received in pre-bid queries. The decision of BSDM regarding acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (www.skillmissionbihar.org) and no bidders/participant would be intimated individually about the responses of BSDM.

Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.

A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of BSDM, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only, else the queries may not be entertained by BSDM:

Organization Name:		Name of representative:	
Designation:		E Mail Address:	
S.N.	RFP Document reference, Section and Page No.	Content of RFP requiring clarification(s)	Points of clarification(s)

- **For support related to e-tendering process, bidders may contact at following address:**

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. **“Toll Free Number: 1800 572 6571”**
Email ID: eproc2support@bihar.gov.in.

- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <http://www.skillmissionbihar.org> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

**SD/-
Mission Director,
Bihar Skill Development Mission
Department of Labour Resources,
Government of Bihar**

e-Tendering Process Related Instructions.

Submission of Proposals Through electronic mode only.

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF), Document Fee and EMD to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department / Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

6. The tender opening will be done online only.
7. Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal <https://www.eproc2.bihar.gov.in> only.
8. For support related to e-tendering process, bidders may contact at following address "**e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.**

1.Disclaimer

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- i. The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Purchaser or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
 - ii. This RFP is not an agreement and is neither an offer nor invitation by the BSDM to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Purchaser in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
 - iii. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
 - iv. The Purchaser, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
 - v. The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
 - vi. The issue of this RFP does not imply that the Purchaser is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
 - vii. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

2. Brief background of BSDM:

In Bihar a comprehensive and long-term strategy for skill development is being developed by the Government of Bihar. Accordingly, the Bihar Skill Development Mission (BSDM) has been constituted under the chairmanship of the Honorable Chief Minister with the vision to increase the capacity & capability of the system to deliver quality skill training and professional knowledge to the youth to enhance their employability and bridge the skill deficit with a view to meet the growing demand for skilled manpower.

Objectives of the Mission:

1. To facilitate generation of adequate employment opportunities through a policy frame work.
2. To encourage and facilitate skill training for youth of Bihar.
3. To monitor generation of employment in different sectors.
4. To facilitate launching of training programs for both uneducated and educated unemployed persons for up-gradation of their skills.
5. To formulate area and trade specific strategies for maximizing employment opportunities on a sustainable basis in the State supported by private sector.
6. To facilitate a coordinated approach in achieving the above objectives for maximizing the benefits over time and space and in reaching out the most needy sections of the population.
7. Management of skill development agenda of the State of Bihar.

3. Sankalp Scheme: This initiative will be implemented under “Skill Acquisition and Knowledge Awareness for Livelihood promotion (SANKALP) Program which has been launched by Ministry of Skill Development and Entrepreneurship Development, Government of India through Bihar Skill Development Mission.

4. Key Tasks & Responsibilities of PMU

Implementation and Monitoring of Sankalp Scheme in Bihar through Bihar Skill Development Mission and in co-ordination with central and other state agencies.

5. Scope of Work will be as below but not limited to -

Scope of the Assignment

1. Designing and development of a comprehensive framework for monitoring of Skills Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP).
2. Performing the role of a knowledge partner and provide Technical help to the line departments/stakeholders in implementation of SANKALP.
3. Assisting BSDM & district administration in developing skilling ecosystem to enhance institutional mechanisms for skill development, increase capacity and ensure access to quality & market-relevant training for youth across Bihar.
4. To ensure adherence to the core result areas of SANKALP viz. Institutional strengthening, quality assurance, inclusion and expanding skills through PPPs.
5. Assisting BSDM in aligning skilling with Govt. of India flagship program such as Make in India, Start-up India etc.
6. Coordinate with District administration, concerned line departments/stakeholders, collate the progress (Financial & physical) and report submission (on all activity/parameters of SANKALP) to BSDM.
7. Monitoring of skill development at state and district level with special focus on women, disadvantaged, differently abled, vulnerable and marginal section of society.

8. Assist BSDM in review of sectoral skill gap study, youth aspiration study and Job market study and provide feedback for on-ground implementation.
9. Conceptualization and implementation for building an effective pool of trainers and assessors.
10. Planning and modification (if any) of District Skill development plan in close coordination with District administration.
11. Facilitation in organising industry interfacing events, Job fairs and advance training for ITI students (through CIPET, TRTC etc.).
12. Assist in building a framework for IEC plan in coordination with selected agency (if any) for skill eco system.
13. Support in establishment, functioning and monitoring of Migration Counselling cum Registration Centre in and outside Bihar.
14. Coordinate and support the monitoring activity of central team (from World bank/MSDE/NSDC/SANKALP/other stakeholders etc.)
15. Coordination with Sector skill council/National Skill Qualification Committee/ NCVET for development & approval of new job roles (for NSQF alignment) as identified through different studies.
16. Capacity building of district skill experts and other staff by organizing training programs, workshops and conferences.
17. Field visit/site as per Bihar Skill Development Mission (BSDM) requirement.
18. Designing of Recruitment, Selection, Induction system and other policies & manuals for operationalization of SANKALP.
19. Developing Evaluation framework for monitoring conduct of training programs & placements as per the broad skilling policy framework.

6. Proposed PMU Structure: -

The proposed PMU shall comprise of 3 Managers at State level (State PMU) and 38 District Skill Experts headed by the Manager- Program Implementation and Monitoring (Project Head). PMU shall be responsible for proper administration of the affairs and implementation of various activities and programs of SANKALP Scheme under the control, directions and guidance of the BSDM. **There will be a team of 41 professionals as given below:-**

- I. Manager- Program Implementation and Monitoring- (Project Head)
- II. Manager- Industry Interfacing, Mobilization and Stakeholder Collaboration
- III. Manager Skill Gap Needs and Tracer studies and
- IV. District Skill Experts-Sankalp (38, one each for a district)

The State PMU will be based out of Patna and District Skill Experts will be based out to their respective allotted districts.

The Program Management Unit (PMU) would play a critical role in Program implementation. The details of PMU structure, designation wise required qualification and experience and key roles of personnel are categorized as below:

Position	Key Qualification	Experience	Key Responsibilities
<p>Manager-Program Implementation and Monitoring (Project Head)</p>	<p>B.Tech / B.E with Post graduation in Management/MBA / PGD in Rural Management from reputed academic institution.</p>	<p>1. Minimum 7 years of overall experience. 2. At least 4 years of experience in managing skill-based training program in a multi stakeholder eco-system. 3. Candidate should have at least 2 years of working experience with state skill mission or with Govt./State PSU/Central PSU on similar nature of program.</p>	<p>1. To Coordinate with Line Departments/ District administration, other stakeholders to achieve core result areas of SANKALP. 2. Designing and development of a comprehensive framework (& template) for monitoring physical & financial progress. 3. Performing the role of a knowledge partner and provide Technical help in increasing skilling capacity and access to quality & market-relevant training for youth. 4. Coordination with Sector skill council/ National Skill Qualification Committee/ NCVET for development & approval of new (NSQF alignment) job roles. 5. Regularly following up with the various districts/departments to ensure that the Plans are followed and the targets of SANKALP are met. 6. Regular progress review, coordination with Bihar Skill Development Mission and updates to the Client. 7. Field visit/site as per Bihar Skill Development Mission (BSDM) requirement 8. Capacity building of district skill experts and other staff by organizing training programs & workshops. 9. Management of MOUs as per program guideline.</p>
<p>Manager-Industry Interfacing, Mobilization and Stakeholder</p>	<p>B.Tech / B.E with Post graduation in Management/MBA / PGD in Rural Management from reputed academic</p>	<p>1. Minimum 5 years of overall experience. 2. At least 3 years of experience in managing skill based training program. 3. Candidates should have at</p>	<p>1. Facilitation in organising industry interfacing events, job fairs, seminars and Conferences. 2. Develop annual communication plans. 3. Responsible for cascading Media & PR</p>

Collaboration	institution.	least 2 years of working experience in large development projects or with state skill mission or with Govt./State PSU/Central PSU on similar nature of program.	<p>activities for better outreach.</p> <p>4. Implementation of strategic awareness creation through electronic and Print media.</p> <p>5. Coordination with selected PR agency and monitor IEC plan implementation.</p> <p>6. Strategic implementation of Mobilization Drives basis statistical/data analysis.</p> <p>7. Establishment, functioning and monitoring of Migration Counselling cum Registration Centre in and outside Bihar.</p> <p>8. Field visit/site as per Bihar Skill Development Mission (BSDM) requirement.</p>
Manager Skill Gap Needs and Tracer studies	Postgraduate in Management/MBA / PGD in Rural Management from reputed academic institution.	<p>1. Minimum 5 years of overall experience.</p> <p>2. At least 3 years of experience in managing skill-based training program.</p> <p>3. Candidates should have at least 2 years of working experience in large development projects or with state skill mission or with Govt./State PSU/Central PSU on similar nature of program.</p>	<p>1. Review of sectoral skill gap study, youth aspiration study and Job market study and making strategy for on-ground implementation.</p> <p>2. Development of District-wise Sector/Cluster development plan using the skill gap reports.</p> <p>3. Monitoring of skill development at state and district level with special focus on women, disadvantaged, differently abled, vulnerable, and marginal section of society.</p> <p>4. Conceptualization and implementation for building an effective pool of trainers and assessors.</p> <p>5. Documentation of best practices and knowledge repository.</p> <p>6. Development of participatory impact assessments and evaluation framework for conduct of training programs.</p> <p>7. Field visit/site as per Bihar Skill Development Mission (BSDM) requirement.</p>

District Experts	Skill	MSW/ MBA/ MCA/ B.Tech/ B.E/ PGD in Rural Management.	<ol style="list-style-type: none"> 1. Minimum 3 years of overall experience. 2. At least 2 years of experience in managing skill-based training program in large organization. 3. Candidates who have at least 1 years of working experience with Govt./State PSU/Central PSU/ Pvt Organizations working in skill development sector on similar nature of program.
			<ol style="list-style-type: none"> 1. Preparation of District level plan and sharing the same with district administration/ Line departments & PMU. 2. Co-ordination & providing assistance to Line departments at the district level and other stakeholders of skilling ecosystem to help them achieve their Targets in SANKALP. 3. Reporting to district administration and PMU in specified templates on program progress and adherence to M&E framework as outlined in SANKALP. 4. Identification of Trainers and assessors for building pool of quality trainers/assessors. 5. Support in establishment, functioning and monitoring of Migration Counselling cum Registration Centre at district level. 6. Assistance in organising industry interfacing events, Job fair/Kaushal melas, skill Yatras etc. at the district level. 7. Inspection of Training Centres under SANKALP. 8. Responsible for carrying out awareness building and mobilization activities and assist in building IEC plan for the district in coordination with selected agency.

7. General Conditions and Provisions

Definitions

I. "BSDM" means Bihar Skill Development Mission

II. "Client" means the implementing agency of SANKALP Scheme in State of Bihar i.e. the Bihar Skill Development Mission, a Society formed under Department of Labour Resources, Government of Bihar that signs the Contract for the Services with the selected Project Management Consultant.

III. "Project Management Consultant/Bidder" means a company or partnership firm having local presence in the State of Bihar or else that is bidding for PMU for Sankalp Scheme in Bihar under this RFP.

IV. "Contract" means a legally binding written agreement signed between the Client and the Project Management Consultant and includes all the attached documents listed thereon.

- V. "Day" means a calendar day.
- VI. "State Government" means the Government of Bihar.
- VII. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Project Management Consultant's proposal & would be placed full-time at Bihar (PMU). The positions of State PMU will be of "Key Experts" and will be needed to be on the payroll of the Bidder.
- VIII. "Registration" means a unique ID of a person whose name, address etc. are registered on BSDM portal.
- IX. "Placement" means a candidate obtaining a letter of traineeship/apprenticeship or employment within stipulated days (as per BSDM norms) of his completing a specific course and thereafter having a minimum prescribed proof of salary or compensation
- X. "LOI" means the Letter of Invitation sent by the Client to the selected Project Management Consultant.
- XI. "LOA" means the Letter sent by client to the selected Project Management Consultant after the legal agreement. LOI and LOA may be used interchangeably.
- XII. "Proposal/Bid" means the Technical Proposal and the Financial Proposal of the Project Management Consultant in response to the RFP.
- XIII. "Proposal due date" means the date of opening of the Technical bid.
- XIV. "RFP" means the Request for Proposals prepared by the Client for the selection of Project Management Consultants for PMU for Sankalp Scheme in Bihar.
- XV. "Services" means the work to be performed by the Project Management Consultant pursuant to the Contract.

8. Glossary

Abbreviation	Particular
BSDM	Bihar Skill Development Mission
EMD	Earnest Money Deposit
FTP	Full Technical Proposal
GTP	Government Training Provider
LOA	Letter of Award
LOI	letter of Intent
MSDE	Ministry of Skill Development and Entrepreneurship
NSDC	National Skill Development Corporation
PMC	Project Management Consultant
PMKVY	Pradhan Mantri Kaushal Vikas Yojana
PMU	Project Management Unit
RFP	Request for Proposal
SSC	Sector Skill Council

9. Conflict of Interest and Corrupt and Fraudulent Practices:

- A. The selected Project Management Consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Project Management Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the BSDM under the contract. It should be the requirement of the consultancy contract that the Project Management Consultants should provide professional, objective and impartial advice and at all times hold the

BSDM interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Project Management Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to the BSDM, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.

B. The Project Management Consultant has an obligation to disclose to BSDM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Project Management Consultant or the termination of its Contract.

C. Corrupt and Fraudulent Practices:

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

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

(i)“Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii)“Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v)“Obstructive Practices” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to BSDM in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practices; and or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

10. Evaluation of Bids:

The evaluation would consist of following phases:

Phase I: Evaluation of Preliminary Eligibility Criteria.

Phase II: Evaluation of Technical Proposal (Technical Score).

Phase III: Evaluation of Financial Bids.

Phase IV: Combined Evaluation of Technical and Financial Bids (QCBS).

11. Preliminary Eligibility Criteria: (To be supported by documentary evidences which should be properly scanned and uploaded):

The bidders should satisfy the following eligibility criteria to qualify for the Technical Evaluation. Proposals not meeting the eligibility criteria and failed to upload the supporting documents (legible) will be summarily rejected:

Sl. No.	Eligibility Criteria	Documentary Evidence
1.	Consortium/Joint Venture of maximum 3 partners is allowed (format as per Appendix 1). The bidder/members of consortium/JV should be a Legal Business Entity as below. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act and operating for the last 10 years in Business Consulting/Project Management as on March 31, 2020.	Certificate of Incorporation (Consortium/JV agreement along with certificate of incorporation of all partners)
2.	The bidder should have a positive net worth and a minimum average annual turnover of INR 50 Crores in previous three financial years (FY 2017-18, 2018-19 and 2019-20). (Credentials of only lead bidder to be evaluated for this criteria)	CA Certificate and Audited Financial Statements of FY 2017-18, 2018-19 and 2019-20.
3.	The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20). (Credentials of only lead bidder to be evaluated for this criteria)	Specific CA Certificate
4.	Bidding firm should have more than 200 People in the Consulting/Advisory division payroll. (In case of consortium/JV, Credentials of any one bidder to be evaluated)	Certificate from HR
5.	The Bidder should have worked/working on at-least 2 Skill Development Project during the last 5 years each of value >= INR 2 Cr, with any Central Govt/ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India. (In case of consortium/JV, Credentials of any one bidder to be evaluated)	Letter of Award/ Copy of Agreement/ self-certificate by authorized signatory of the organization to be submitted with document in support of the claim. BSDM may choose to verify the claims of organization.
6	The bidder should not have been blacklisted, debar or terminated by any State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason. (In case of consortium/JV, Credentials of all members to be evaluated)	Affidavit

Only those bidders who have passed the Preliminary Eligibility Criteria will be eligible for Technical Evaluation.

12. Technical Evaluation (Technical Score-ST):-

Technical Evaluation Criteria is given below:-

SN	Technical Evaluation Criteria	Marks
1.	The bidder should have a minimum average annual turnover (T) of INR 50 Crores in previous three financial years (FY 2017-18, 2018-19 and 2019-20). (Credentials of only lead bidder to be evaluated for this criteria) a. T = 50 crores	Full marks – 200 a. 150 marks b. 175 marks c. 200 marks

	<p>b. 50 crores < T ≤ 100 crore</p> <p>c. T > 100 crores</p>	
2.	<p>The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (Credentials of only lead bidder to be evaluated for this criteria)</p> <p>a. T = 10 crores</p> <p>b. 10 crores < T ≤ 15 crores</p> <p>c. T > 15 crores</p>	<p>Full marks – 200</p> <p>d. 150 marks</p> <p>e. 175 marks</p> <p>f. 200 marks</p>
3.	<p>The Bidder should have worked/working on at-least 2 Skill Development Project (SDP) during the last 5 years, each of minimum project value ≥ INR 2 Cr, with any Central Govt/ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India. (In case of consortium/JV, Credentials of any one bidder to be evaluated)</p> <p>No. of SDP having minimum project value ≥ INR 2 Cr (SDP)</p> <p>a. SDP = 02</p> <p>b. 02 < SDP ≤ 05</p> <p>c. SDP > 05</p>	<p>Full marks – 200</p> <p>a. 170 marks</p> <p>b. 180 marks</p> <p>c. 200 marks</p>
4	<p>Skill-sets of key professionals (state resources) - With each CV, Bidders are required to provide details of contacts like name, designation, project title, organization name, telephone Number where BSDM may make references to verify the information provided therein. BSDM reserves the right to cancel a CV, in case any information is found in-correct. Also for District Skill Experts, 5 CVs will have to be provided at Bid stage.</p> <p>1. Manager- Program Implementation and Monitoring (40 Marks)</p> <p>> Minimum 7 years of overall experience.</p> <p>> At least 4 years of experience in managing skill based training program in a multi stakeholder eco-system.</p> <p>> Candidate should have at least 2 years of working experience with state skill mission or with Govt./State PSU/Central PSU on similar nature of program.</p> <p>> B.Tech / B.E with Post graduation in Management/MBA / PGD in Rural Management from reputed academic institution.</p> <p>2. Manager- Industry Interfacing, Mobilization and Stakeholder Collaboration (30 Marks)</p> <p>> Minimum 5 years of overall experience.</p> <p>> At least 3 years of experience in managing skill based training program.</p> <p>> Candidates should have at least 2 years of working experience in large development projects or with state skill mission or with Govt./State PSU/Central PSU on similar nature of program.</p> <p>> B.Tech / B.E with Post graduation in Management/MBA / PGD in Rural Management from reputed academic institution.</p> <p>3. Manager Skill Gap Needs and Tracer studies (30 Marks)</p> <p>> Minimum 5 years of overall experience.</p> <p>> At least 3 years of experience in managing skill based training program.</p> <p>> Candidates should have at least 2 years of working experience in large</p>	<p>Full marks – 150</p>

	<p>development projects or with state skill mission or with Govt./State PSU/Central PSU on similar nature of program. >Post graduate in Management/MBA / PGD in Rural Management from reputed academic institution.</p> <p>4. District Skill Experts(5 CVs, each 10 Marks, total 50 Marks) >Minimum 3 years of overall experience. > At least 2 years of experience in managing skill based training program in large organization. >Candidates who have at least 1 years of working experience with Govt./State PSU/Central PSU/ Pvt Organizations working in skill development sector on similar nature of program. > MSW/ MBA/ MCA/ B.Tech/ B.E/ PGD in Rural Management.</p>	
5	<p>Approach & Methodology (200) Project Understanding/Approach & Methodology proposed for carrying out the said assignment Detailed Work Plan (50)</p>	Full Marks- 250
	Total Technical Score (ST)	1000 marks

Bidders must score a minimum of 700 marks to qualify for financial bid opening stage.

For this RFP, the Marks under Technical Proposal (Technical Score) has a total weightage of [80%].

Note: Details of all credentials to be mentioned as per specific format under Tech 4 and 5. Project details not mentioned in Tech 4 and 5 will not be evaluated.

13. Financial Bid Evaluation:

13.1 A fixed price fee to be quoted for the entire scope of work as “Project Management Unit (PMU) for effective Implementation and Monitoring of Sankalp Scheme in Bihar through deployment of Human Resources at State as well as at District levels.” Prices quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. GST will be paid extra. Conditional Financial Bid shall be out-rightly rejected.

13.2 The grand total of Annual Cost as quoted in FIN-2 shall be considered as the quote value for evaluation of financial bid.

13.3 No adjustment of the contract price shall be made on account of any variations in cost of labor and materials or any other costs components affecting the total cost in fulfilling the obligations under the contract. **The prices, once offered, must remain fixed and will be subject to yearly escalation of 3% only during the project period.**

13.4 In this phase, the Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation as above under Point 12, shall be opened.

13.5 Formula to determine the scores for the Financial Bids shall be as follows:

$SF = (FL / F)$, Where
SF is the Financial Score
FL is the value of lowest Commercial Bid
F is the price quoted in the bid under consideration.

14. Combined Evaluation of Technical & Financial Bid:

(i) The Total score of the Bidder will be determined as under

$$\text{Total Score (TS)} = (0.8 \times \text{ST}) + (0.2 \times \text{SF})$$

(ii) The Bid of the Bidder, who obtains the highest TS value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid. Beyond that, Tendering Authority will decide the matter in its full discretion.

(iii) The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

15. Important Terms

15.1 Eligibility

It will be the Project Management Consultant's responsibility to ensure that it meets the eligibility requirement as mentioned under point 11.

15.2 General Considerations

In preparing the Proposal, the Project Management Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

15.3 Cost of Preparation of Proposal

The Project Management Consultant shall bear all costs associated with the preparation and submission of its Proposal, and BSDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. BSDM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Project Management Consultant.

15.4 Language

The Proposal, as well as all correspondence and documents shall be written in English Language Only.

15.5 Documents comprising the proposal

The Proposal shall comprise all the Tech Forms and supporting and has to be properly scanned and uploaded on e-proc portal.

15.6 Only One Proposal

The Project Management Consultant shall submit only one Proposal.

15.7 Proposal Validity

- A. The Project Management Consultant's Proposal must remain valid for at least 365 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the BSDM as non-responsive bid.
- B. In exceptional circumstances, prior to the expiration of the bid validity period, the BSDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- C. If it is established that any Key Expert nominated in the Project Management Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- D. Project Management Consultant cannot change the Key Experts as submitted in response to the bid,

except in case of resignation, medical incapacity or death, reasons beyond the control of Project Management Consultant or for reasons to the satisfaction of CEO, BSDM, for the entire project period unless there is written approval of CEO, BSDM. The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by CEO, BSDM.

- E. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Project Management Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

15.8 Extension of Validity Period

BSDM will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, BSDM may request, in writing, all Project Management Consultant who submitted Proposals prior to the submission deadline to extend the Proposal's validity.

If the Project Management Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

The Project Management Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

15.9 Substitution of Key Experts at Validity Extension

If any of the Key Experts become unavailable for the extended validity period, the Project Management Consultant shall provide a written adequate justification and evidence satisfactory to BSDM together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

If the Project Management Consultant fails to provide a replacement of any Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to BSDM, such proposal will be rejected.

15.10 Sub-Contracting

Project Management Consultants shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization.

15.11 Earnest Money Deposit

- A. Every bidder participating in the bidding process must furnish the required earnest money deposit and in the forms specified in the Notice Inviting RFP.
- B. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- C. EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.

D. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-

- When the bidder withdraws or modifies his bid proposal after opening of bids.
- When the bidder does not execute the agreement after placement of order within the specified time.
- When the bidder does not deposit the required Performance Guarantee after the issuance of Letter of Award/ work order.

15.12 Technical Proposal Format and Content

- A. Technical Proposal shall not include any financial bid information. Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid Documents should be properly scanned, arranged and uploaded on portal.
- B. The Project Management Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- C. The Project Management Consultant is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.
- D. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
- E. **NO Hard Copy of any Documents:** No Documents, whatsoever it may be ,has to be submitted in hard copy. Failure to comply the same may result in rejection of Bid.
- F. Bidder shall submit all the required documents as mentioned in the annexure including Tech Forms. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be done.
- G. The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered (except EMD). No correspondence will be entertained on this matter.
- H. BSDM shall not be responsible for any delay or non-receipt/ non delivery/Non-uploading/ Non downloading/ corrupt files/ non legible when downloaded, of the documents. No further correspondence on the subject will be entertained.

15.13 Financial Proposal

The Financial Proposal shall be prepared using the Standard on lineForms only, the format of which is provided in the RFP for reference only. It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), computers and consumables as required for the project, rentals etc. State will not bear any cost other than the lump-

sum fee mentioned in the financial proposal. The office space for setting up the office of the PMU at State shall be provided by BSDM. The Bidder shall not include costs of rental for office space at State Level in the financial BID.

Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.

The Resources has to follow the working hours, working days and Holidays of Government of Bihar. However resource shall be available on a holiday if so is required by BSDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

15.14 Yearly Price Adjustment

- A. The Rate-Card (FIN 2) will be subjected to yearly price escalations of 03% and will be valid for the period of contract (36 months). However the project duration may be extended further upon mutual agreement of both the parties on the escalated rates with yearly escalation of 03%.
- B. The Project Management Consultant shall agree to carry out any additional assignment or increase in man-power, during the assignment period as per instruction of the BSDM, the Fees of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Project Management Consultant as Fin-2 will be used for the same.

15.15 Taxes

- a. The Project Management Consultant shall be responsible for meeting all tax liabilities arising out of the Contract.
- b. The income tax etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- c. If there would be any increase in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder. Increase in taxes on account of change in law, GST shall be borne by the BSDM.

If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, BSDM shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.

15.16 Confidentiality

- I. From the time the Proposals are opened to the time the Contract is awarded, the Project Management Consultant should not contact BSDM on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Project Management Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- II. Any attempt by shortlisted Project Management Consultants or anyone on behalf of the Project

Management Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal

- III. Notwithstanding the above provisions, from the time of the Proposals“ opening to the time of Contract award publication, if a Project Management Consultant wishes to contact BSDM on any matter related to the selection process, it should do so only in writing.

15.17 Amendment to “RFP”

At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the BSDM may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the “RFP” document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the BSDM may, in its sole discretion, extend the Proposal Due Date.

15.18 Bid Preparation

The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. BSDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the BSDM reserves the right to reject all or any of the offers without assigning any reason whatsoever.

15.19 Withdrawal of Bid

The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. BSDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the BSDM reserves the right to reject all or any of the offers without assigning any reason whatsoever and cancel the RFP.

15.20 Proposals Evaluation

- I. The Project Management Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the valuation on the basis of the uploaded Technical and Financial Proposals. However, BSDM may seek clarification on the information.

Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.

15.21 Correction of Errors

- I. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- II. BSDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

15.22 Award

- a. After issuance of LOI by BSDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with BSDM within 15 days. BSDM shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted Project Management Consultants.
- b. Failure to comply required eligibility in stipulated period, BSDM will be at liberty to invite next qualified bidder for award of the project.

15.23 Performance Bank Guarantee (PBG)

- A. Within 15 days from the date of Letter of Invitation (LOI) from BSDM, the successful Project Management Consultant company/firm shall furnish the PerformanceBank Guarantee (PBG) of an amount equal to 5% of its Financial Proposal (i.e. 36 months project value), by way of DD/Performance BankGuarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in the format at Appendix-I. The PerformanceBank Guarantee shall be for valid for the initial project period of seventy twomonths and has to be extended accordingly for extension of project, if any.
- B. The PBG submitted will be for 36 months. However in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project.
- C. Refund of PBG: The PBG shall be refunded within six months from the date of successful completion of the assignment.
- D. Forfeiture of PBG: PBG shall be forfeited in the following cases:
 - I. When any terms and condition of the contract is breached.
 - II. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order
- E. The Resource has to follow the working hours, working days and Holidays of Government of Bihar. However resource shall be available on a holiday if so is required by BSDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

15.24 Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of LOI.

15.25 Limitation of Liability:

Limitation of Liability: In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

16 Project Deliverables and Payment Terms & Schedule

16.1 Commencement of Services:

The date for the commencement of services is within 30 calendar days of contract signing and shall complete the deployment of the entire work force within 60 days of the contract signing.

16.2 Knowledge Transfer

The Project Management Consultant will initiate the knowledge transfer to the BSDM staff before six months of the completion of the project.

16.3 Period of assignment and Extension thereof:

The project duration will be of 36 months or closure of the SANKALP project by Government Of India, whichever is earlier.

However the project duration/ contract period may further be extended upon mutual agreement of both the parties subject to same terms and conditions and on the basis of rate card as in FIN-2 with 3% yearly escalation clause.

16.4 Payment Schedule

The quarterly invoice will be generated and submitted on the last working day of the quarter to the BSDM by the Project Management Consultant. If there is no objection in terms of performance, deliverable or invoice value, is raised, in 15 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM.

16.5 Payments to the Project Management Consultant

- A. Project Management Consultant will follow a quarterly invoicing process. The type of reports/ deliverables format will be finalized at project inception. For practical purposes, payment will be treated as on deliverables based and not attendance based. Though PMC will be required to submit attendance with their invoice. All the deliverables for the quarter will be submitted as per the timelines as per the Deliverables mentioned in RFP or as will mutually agreed upon during the project inception stage.
- B. The consolidated quarterly invoice will be generated and submitted on the last working day of the quarter to the BSDM.
- C. The deliverables & the quarterly invoice will be assessed and if there is no objection in terms of performance, deliverable or invoice value, is raised in 15 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM, and will be good for payment.
- D. BSDM will then pay to Project Management Consultant in next 15 days.

16.7 Conduct of Project Management Consultant Manpower

The conduct of Project Management Consultant will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed at/for Bihar Skill Development Mission.

1. The Project Management Consultant shall be provided office space free of cost by the BSDM at the State/districts.
2. Each office of the Project Management Consultant will have biometric attendance monitoring system and regular attendance of personnel will be monitored by BSDM. Attendance of personnel on travel or field duty can be certified by PMU Project Head.
3. It is expected that in a quarter minimum 80% of aggregated attendance at the PMU is maintained and reported as part of the Performance Reports Monthly.
4. Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, BSDM will have the right to deduction of Rs.2000 per day for the resource in addition to the deduction of honorarium payable for the period of absence. This will be calculated on a monthly basis and the amount will be deducted from the Quarterly Payments.

16.8 Other Terms & Conditions

16.8.1 Interpretation

If the context so requires it, singular means plural and vice versa.

16.8.2 Entire Agreement

The Contract constitutes the entire agreement between the BSDM and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

16.8.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

16.8.4 Non-waiver

Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

16.8.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

16.9 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

16.10 Force Majeure

16.10.1 Definition

- I. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- II. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- III. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- IV. The Force Majeure would be applied to Patna Districts which have been so stated by Director, BSDM in writing; is part of Government of Bihar directives and is agreed by Project Management Consultant.
- V. BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

16.10.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Project Management Consultant shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contracts the result of the

Force Majeure.

16.10.3 Measures to be taken

- I. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- II. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- III. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.10.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such actions a result of Force Majeure.

16.10.5 Payments

In the event of Force Majeure is applied to the Patna District of Bihar, then BSDM will continue to follow the payment schedule by giving concession to Project Management Consultant of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

16.10.6 Consultation

Not later than thirty (30) days after the Project Management Consultant has, as the result of an event of, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

16.11 Change Orders and Contract Amendments

1. The BSDM may increase or decrease the quantum of personnel to be deployed as estimated in this bid document to the extent of 75%. The increase or decrease in the contract value shall be calculated on the basis of the rate card as in FIN-2. However BSDM reserves the right to further increase or decrease the number of resources deployed according to the availability of budget for skill development.
2. BSDM may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.
3. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be

amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the BSDM's order. The rate-contract enclosed in the Fin-2 will be used to calculate the cost of the additional work/ change request.

4. This Rate-Card will be valid for the period of the contract (36 months) and will have 3% price escalation for each year after the end of the contract period mentioned in the BID.

16.12 Termination Clauses

16.12.1 Termination for Default

- I. BSDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach:
- II. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BSDM; or
- III. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- IV. If the selected bidder, in the judgment of the BSDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- V. If the selected bidder commits breach of any condition of the contract
- VI. If BSDM terminates the contract in whole or in part, amount of PBG may be forfeited. The decision of CEO, BSDM will be final and conclusive in this regard.

16.12.2 Termination for Insolvency

BSDM may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BSDM.

16.12.3 Termination for Convenience

- I. BSDM, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for BSDM's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- II. In such case, BSDM will pay for all the pending invoices as well as the work done till that date by the Project Management Consultant.
- III. In addition to above clause, BSDM will compensate the Project Management Consultant (PMC) with 30 days of Fee (Remunerations), i.e. PMU.
- IV. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- V. Limitation of Liability- In no event shall either party be liable for consequential, incidental,

indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

16.12.4 Termination by BSDM

- I. BSDM may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Project Management Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- II. The Project Management Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the BSDM may have subsequently granted in writing;
- III. The Project Management Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- IV. The Project Management Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- V. The Project Management Consultant submits to the BSDM a statement which has a material effect on the rights, obligations or interests of the BSDM and which the Project Management Consultant knows to be false;
- VI. Any document, information, data or statement submitted by the Project Management Consultant in its Proposals, based on which the Project Management Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- VII. As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- VIII. If the Govt. of Bihar would like to terminate the contract for reasons not attributable to the Project Management Consultant performance, they will need to clear all invoices for the TC services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 36 months.
- IX. If the Govt of Bihar would like to terminate the contract for reasons attributable related to the Project Management Consultant performance, the government will give a rectification notice for 3 months to TC in writing with specific observations and instructions.

16.12.5 Termination by Project Management Consultant

The Project Management Consultant may, by not less than six (01) month written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- I. The BSDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Project Management Consultant may have subsequently agreed in writing) following the receipt by the BSDM of the Project Management Consultant's notice specifying such breach;
- II. If there are more than 2 un-paid invoices and BSDM fails to remedy the same within 45 days of the submission of the last un-paid invoice.

- III. As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- IV. The BSDM fails to comply with any final decision reached as a result of arbitration.

16.12.6 Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by BSDM to the Project Management Consultant within 30 days of the contract termination.

16.12.7 Suspension

The BSDM may, by written notice of suspension to the Project Management Consultant, without any obligation (financial or otherwise) suspend all the payments to the Project Management Consultant here under if the Project Management Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- I. shall specify the nature of the breach or failure, and
- II. Shall provide an opportunity to the Project Management Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Project Management Consultant of such notice of suspension.

16.12.8 Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- I. Such rights and obligations as may have accrued on the date of termination or expiration,
- II. The obligation of confidentiality set forth in RFP.

16.12.8 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other the Project Management Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

16.13 Disputes Resolution

16.13.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to BSDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

16.13.2 Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by BSDM and other appointed by Project Management Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

16.14 Disqualification

The bid is liable to be disqualified if:

- I. Not submitted/ uploaded in accordance with this document.
- II. During validity of the bid or its extended period, if any, the bidder increases his quoted prices. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- III. Bid uploaded in incomplete form or not accompanied by bid security amount/all requisite documents.
- IV. Bid received after due date and time.
- V. Bidder submits conditional bids.
- VI. Bidder indulges in canvassing in any form to win the contract.
- VII. Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

16.15 Responsibilities of the BSDM

- A. Appointment of a single point of contact person, who will coordinate with Project Management Consultant/ BSDM/ GTP/SDC etc. Coordination with BSDM, BSDM and stake holders.
- B. Issuance of various government orders/policy amendments as per requirement of the project.
- C. Assigning of relevant officials as per project need.
- D. Resolution of problems and disputes arising.
- E. In coordination with PMC, steps would be taken for additional funding from State/ Center for smooth functioning of this scheme.

- F. Timely payments to the Project Management Consultant.
- G. Facilitate coordination with Placement Agencies/ Certification Agencies/ and other service provider and stakeholders.
- H. Coordinate & timely Roll-Out of Social Mobilization program (job fair etc.) as and when needed for placement and other activities.
- I. Make available office space, WIFI /Internet and seating infrastructure (tables/Chairs) for the project for management consultant at the State level.
- J. Overall monitoring and supervision of the PMC.

17. Form -1 (should be scanned and uploaded)

PROPOSAL SUBMISSION LETTER

(On the letter head)

{Location, Date}

To:

The CEO

Bihar Skill Development Mission

A-wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01

Dear Sir,

We, the undersigned, offer to provide the services under _____ (RFP Name) to Bihar Skill Development Mission, Government of Bihar in accordance with your Request for Proposals vide no. _____ (RFP No) _____ (dated). We are hereby accordingly submitting our Proposal as per terms of this RFP.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by BSDM.
- (b) Our Proposal shall be valid and remain binding upon us till the bid validity period.
- (c) We meet the eligibility requirements as stated in RFP
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- (e) Except as stated in the RFP, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

We understand that BSDM is not bound to accept any Proposal that BSDM receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Project Management Consultant: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

18. Technical Proposal – Standard Forms (should be scanned and uploaded)

Checklist of Required Forms

Required for Proposal (v)	Form	Description
v	TECH-1	Project Management Consultant's Organization and Experience.
v	TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
v	TECH-3	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

18.1 FORM TECH-1

Project Management Consultant's Organization and Experience

Form TECH-1: a brief description of the Project Management Consultant's organization and an outline of the recent experience of the Project Management Consultant that is most relevant to the assignment.

The outline should indicate the names of the Project Management Consultant's

Key Experts who participated, the duration of the assignment, the contract amount, and the

Project Management Consultant's role/involvement

A. Project Management Consultant's Organization

1. Provide here a brief description of the background and organization of your company/partnership firm.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B. Project Management Consultant's Experience

List only previous similar assignments successfully completed/ on-going in the last 5 years as specified under Technical Evaluation criterion broadly in following categories:

Format for Experience is as follows:-

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Address	Approx. Contract value (in Rs) Amount paid to your firm	Role on the Assignment
e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of..... " designed master plan for rationalization of ;}	{e.g., Ministry of....., country}	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of..... ": designed master plan for rationalization of ;}	{e.g., Ministry of....., country}	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2008}	{e.g., "Support to subnational Government..... " drafted secondary level regulations on..... }	{e.g., municipality of....., country}	Amount in Crore.	{e.g., sole Technical Consultant}

18.2. FORM TECH-2

Description of Approach, Methodology and Work Plan

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment.

Suggested structure of your Technical Proposal:-

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization
-
- a. Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed experts named in the bid, the approach for engaging as Project Management Consultant and prepared MIS design.
 - b. Work Plan.{Please outline the plan for the implementation of the main activities/tasks of the assignment – including mobilizing of proposed experts named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing your understanding and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s). The work plan should be consistent with the Work Schedule.

Organization and Staffing.

Please describe the structure and composition of your team, including the list of the Key Experts – **Clearly reflecting the experts committed right from the start date.**

18.3. FORM TECH-3

{A brief description of the team composition, roles and responsibilities, assignments and key expert's inputs in terms of time needs to be highlighted}

CURRICULUM VITAE

Position Title and No.	{e.g., K-1, Project Head}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Project Description	Summary of activities Performed relevant the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Technical Consultant to... For references: Tel...../email.....; Mr.....]			

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Technical Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
--	---

{List all deliverables/tasks in which the Expert will be involved}

{List all deliverables/tasks in which the Expert will be involved}

Expert's contact information: (e-mail....., phone.....)

Certification:

I the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by BSDM.

{Day/Month/Year}

Name of Expert:	Signature:
Date:	{day/month/year}
Name of authorized:	Signature:
Date:	{day/month/year}
Representative of the Project Management Consultant (same who signs the Proposal)	

20. Form Fin-2. Summary of Annual Costs (This is for reference only, not to be scanned and uploaded)

Fin-2 will have to be submitted in online format only and failure to comply the same will result in rejection of Bid

Role	Number of Positions	Unit Rate / Month	Total Cost Per Month	All Taxes (GST)	Total Cost Including Taxes (per month)	Annual Cost (For 12 Months)
PART 1: Remunerations	A	B	AxB =C	CxTaxes = D	E=C+D	12*E
Manager- Program Implementation and Monitoring (Project Head)	1					
Manager- Industry Interfacing, Mobilization and Stakeholder Collaboration	1					
Manager Skill Gap Needs and Tracer studies	1					
District Skill Experts	38					
Sub Total Cost						Total (Part 1)
Part 2: Other Expenses:						
Other expenses for PMU (Travelling, Inspection, Visits, Office expenses, Margin etc.)- State PMU (Lumpsum)	3					
Other expenses for PMU (Travelling, Inspection, Visits, Office expenses, Margin etc.)-District Skill Experts (Lumpsum)	38					
Sub Total Cost						Total (Part 2)
Grand Total for 12 Month (Part 1 + Part 2) in figures						Total (Part 1+ Part 2)
Grand Total for 12 Month (Part 1 + Part 2) in words						

21. Deliverables by the Project Management Consultant

21.1 Deliverables by the Project Management Consultant

The Project Management Consultant shall put in place the following personnel in the time frame prescribed below:-

Name of the resource	Number of Persons	To be deployed by (number of days from signing of the contract)
Manager- Program Implementation and Monitoring (Project Head)	1	36
Manager- Industry Interfacing, Mobilization and Stakeholder Collaboration	1	36
Manager Skill Gap Needs and Tracer studies	1	36
District Skill Experts	38	36

21.2 The Project Head of the Program Management Unit shall take a holistic view of all the tasks to be performed as mention in Key tasks & responsibilities of PMU and Scope of work. The Project Head in consultation with the BSDM shall assign tasks/role as mentioned in Proposed PMU Structure to individual resource persons. The Tasks assigned shall be described in details and the deliverables of the tasks shall also be defined. The time frame for assigned tasks to each individual consultant shall also be defined. The BSDM shall in consultation with the Project Head will design a performance report form to be filled by every resource provided by the Project Management Consultant at the end of every month. The performance report shall indicate the tasks assigned to the resource on the basis of the tasks identified for every resource as per above role and responsibility and the achievement of the person against the tasks assigned.

21.3 BSDM shall carry out a review of the performance of each resource every one year. BSDM shall have the right to terminate the service of a resource person based on the performance review and shall direct the Project Management Consultant to replace the resource. The resource shall be replaced within 60 days of such termination. The replaced resource person shall have the same or higher qualification than that mentioned in para 25. BSDM may also request the Project Management Consultant to replace a resource with a notice of 60 days if the monthly progress report of the resource is not found satisfactory. Failure to replace the resource person under these circumstances shall lead to an imposition of penalty equivalent to 30% of the remuneration payable to the resource for the period the resource is not made available. Failure to provide resources as per para 25 beyond a period of 120 days may also lead to the termination of this contract.

Tech 4
Important Information and Details

SN	Particulars	Details
1	Name of the Organization: (Of all members in case of JV/Consortium)	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership, Society/Trust etc.) (Of all members in case of JV/Consortium)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency(Of all members in case of JV/Consortium)	Submit Incorporation Certificate <i>Page No. at which enclosed: __</i>
8	Date of Incorporation/ Registration(Of all members in case of JV/Consortium)	
9	Power of Attorney/ Board Resolution in the name of the Authorized signatory	<i>Page No. at which enclosed: __</i>
10	Turnover in the last 3 Years: (Can be submitted for all members in case of JV/Consortium. However, only lead partner will be evaluated on this criteria)	FY 2017-18: _____ /- FY 2018-19: _____ /- FY 2019-20: _____ /- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed: __</i> Also submit Audited Financial statements for all the FYs.
11	Net worth as on 31-03-2020 (Can be submitted for all members in case of JV/Consortium. However, only lead partner will be evaluated on this criteria)	As on 31-03-2020 _____ /- Submit a CA Certificate stating the above figure <i>Page No. in which CA Certificate has been enclosed: __</i>
12	Annual turnover from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20). (Can be submitted for all members in case of JV/Consortium. However, only lead partner will be evaluated on this criteria)	FY 2017-18: _____ /- FY 2018-19: _____ /- FY 2019-20: _____ /- Submit a specific CA Certificate for Turnover from Govt. Consulting Services.
13	PAN Number (Of all members in case of JV/Consortium)	<i>Page No. at which enclosed: __</i>
14	GSTIN Number(Of all members in case of JV/Consortium)	<i>Page No. at which enclosed: __</i>
15	A Notarized Affidavit stating that the firm has not been blacklisted/debar/terminated by any Central / State Government / Public Sector (Of all members in case of JV/Consortium)	<i>Page No. at which Affidavit has been enclosed: __</i>
16	The Bidder should have worked/working on at-least 2 Skill Development Project during the last 5 years each of value >= INR 2 Cr, with any Central Govt/ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India.(Only one member of Consortium whose credentials have to be	Prior Experience Certificates/ Letter of Award/ Agreement etc. in support for the same <i>(Page No. From _____ to _____ at which enclosed)</i>

Annexure-I

(Affidavit on non-judicial stamp paper by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Agency), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred/terminated by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above mentioned RFP.

For and on behalf of:
Signature:
Name:
Designation:
Date:
(Organization Seal)

Annexure-II

(Power of Attorney or Board Resolution in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Know all men by these presents that We.....
..... (name of the enterprise and address of the registered office do hereby irrevocably constitute,
nominate, appoint and authorize Mr/ Ms (name)
.....son / daughter / wife of
.....and presently residing at
.....who is presently employed with us and holding the
position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do
in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or
required in connection with or incidental to submission of our Bid for the RFP Reference
No..... Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all matters before the tendering authority including negotiations with the tendering authority, signing and execution of all affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering authority in all matters in connection with or relating to or arising out of our bid for the said tender.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY
OF

For

{ Signature, name, designation and address }

Accepted
.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

APPENDIX I – FORM OF CONSORTIUM AGREEMENT (TENTATIVE)

This Consortium Agreement executed on this ____ day of _____ 2022

By: M/s. _____ a _____ incorporated under the laws of _____ and having its registered office at _____ (Hereinafter called the “Lead Partner/Partner-in-charge” which expression shall include its successors);

And M/s. _____ a _____ incorporated under the laws of _____ and having its registered office at _____ (Here in after called the “Other Partner” which expression shall include its successors) The Lead Partner / Partner-in-charge and the Other Partner shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (herein after called as “Bid”) for the work of:

Selection of Project Management Unit (PMU) by Bihar Skill Development Mission (BSDM) for effective Implementation and Monitoring of Sankalp Scheme in Bihar through deployment of Human Resources at State as well as at District levels.

in response to Request for Proposal (hereinafter called as ”RFP” Document) Dated ___ / ___ / 2022 for the purposes of submitting the RFP (RFP No. _____) and entering into a contract in case of award for the Assignment.

WHEREAS, the Client invited bids vide its RFP (RFP No. _____) for the Assignment AND WHEREAS as per document, Consortium bids will also be considered by the Client provided they meet the specific requirements in that regard.

AND WHEREAS the proposal is being submitted to the Client vide proposal dated ___ / ___ / 2022 based on the Consortium Agreement being these presents and the proposal with its forms and submission documents, in accordance with the requirement of RFP document conditions and requirements have been signed by the Authorised Signatory and submitted to the Client.

AND WHEREAS Clause of RFP document stipulates that a Consortium of maximum two organizations, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Partner of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to BSDM and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be A Lead Partner Consortium.
2. M/s _____ Shall act as Lead Partner for self, and for and on behalf of M/s _____ (Other Partner/s) and further declare and confirm that we shall jointly and severally be bound unto the Client for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contract Agreement(s) submitted /executed by the Lead Partner in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. The composition or the constitution of the consortium shall not be altered without the prior consent of BSDM.
4. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
5. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the BSDM, shall have the overall responsibility of the management of the assignment and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
6. All instructions/communications from BSDM to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
7. If BSDM suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to BSDM on its demand without any

demur or contest. The Client shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Client to proceed against the Lead Partner before proceeding against or dealing with the Other Partner.

8. The financial liability of the Consortium Members to the BSDM, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to BSDM.

9. It is expressly agreed by the Members that all the due payments shall be made by the Client to Lead Partner only.

10. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Court of Patna shall have the exclusive jurisdiction in all matters arising there under.

11. It is also hereby agreed that Lead Partner shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by Client in the RFP document.

12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by BSDM.

13. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Assignment, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.

IN WITNESS WHEREOF,
the Members to the Consortium
agreement have through their
authorized representatives executed
these presents and affixed common seal
of their organization, on the day, month
and year first mentioned above.

For and on behalf of _____ (Lead Partner)

1) Witness

(Signature of Legally Authorised Signatory)

2) Witness

Name:

Designation:

Organization Name:

For and on behalf of _____ (Other Partner)

1) Witness

(Signature of Legally Authorised Signatory)

2) Witness

Name:

Designation:

Organization Name

For and on behalf of _____ (Other Partner)

1) Witness

(Signature of Legally Authorised Signatory)

2) Witness

Name:

Designation:

Organization Name