

Response to Pre-Bid Queries

RFP Name: RFP 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.

A Pre-Bid Meeting was held on 15th March, 2019 at 12.30 PM at BSDM Office, Niyojan Bhawan, Patna. The response to pre-bid queries are as under:

Note: In view of pre-bid meeting, some provisions under the above RFP have been modified/ amended through corrigendum/addendum notice dated 18.03.2019, which must be referred before submission of proposal by the interested bidders.

Sl. No.	RFP Clause/ Reference Section	Clause in RFP	Question/ Clarification / Request	BSDM Reply
1	Clause 15.10 Sub-contracting Page 21 of 47	Project Management Consultants shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization.	Consortium / Joint Venture clause is not mentioned. Request for permitting the same keeping in mind the nature of the project.	The suggestion has been considered carefully and after weighing the pros and cons, no change in the RFP condition is required.
2	Clause 16.7 (point 3 & 4) Page 27 of 47	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	As the payments are linked to deliverables, it is requested for relaxation of 80% attendance and penal amount of INR 2000 for each absenteeism.	This clause is aimed at preventing unauthorised absenteeism. Hence no change in the RFP condition is required.

		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		
3	Point 11- Preliminary Eligibility Criteria Page 15 of 47	Preliminary Eligibility Criteria	It is requested for inclusion of a clause of Conflict of Interest for bidders involved with the SANKALP scheme at the Ministry level of Govt. of India.	The bid will be evaluated as per conflict of interest clause.
4	Preliminary Eligibility Criteria Page 15 and 16 of 47	Eligibility criteria	The expected scope of the assignment has an emphasis on ability to deliver and implement across all the districts of Bihar and coordination with district administration and line departments- It is requested to include an eligibility criteria of having executed at least 5 project with the State Govt. of Bihar with an engagement value of more than 1cr.	RFP condition will prevail.
5	Clause 16 Project Deliverables and Payment terms & schedule	Payment Schedule	Given the size of the team that will be positioned it is requested to allocate the 25% of the 1 st quarter payment as an advance or mobilization fee to be paid up on positioning of the team.	The Project Management Consultant shall be given a mobilization advance, if requested, of 25% of the 1 st quarter payment value, against submission of an advance bank guarantee of 110 % of the requested

	Page 26 of 47			<p>mobilization advance, at project start date.</p> <p>The mobilization advance will be adjusted in first five quarterly invoices. The BG shall be returned forthwith after recovery/ adjustment of mobilization advance.</p> <p>Accordingly corrigendum will be issued. Please refer corrigendum.</p>
6	Tender Schedule/Program, Point No. 5 Page 3 of 47	Last Date/Time for submission/ uploading of offer/Bid.	<p>We hereby request the department to kindly provide an extension in the last date of submission by a week i.e till 18th April '19 in order to submit a comprehensive proposal.</p>	<p>No change is envisaged at present.</p>
7	Section 5, Scope of Work, Point No. 17 Page 9 of 47	Scope of the Assignment Field visit/site as per Bihar Skill Development Mission (BSDM) requirement	<p>We hereby request the department to kindly provide clarity as to whether these Out of Pocket Expenses (OPE's) shall be reimbursed as per actuals and are not to be included while arriving at the financial quote.</p>	<p>No change, RFP condition will prevail. Please refer financial bid format. All expenses has to be estimated and quoted as lumpsum (Page 41 of the RFP).</p>
8	Section 5, Scope of Work, Point No. 14 and 15 Page 9 of 47	Scope of the Assignment 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 &	<p>As per the Scope of Work, we understand that there may be travel involved to Delhi to meet with MSDE, NSDC, SSC.</p> <p>Request the department to kindly reimburse such travel at actuals with a prior approval from BSDM officials.</p>	<p>No change, RFP condition will prevail. Please refer financial bid format. All expenses has to be estimated and quoted as lumpsum (Page 41 of the RFP).</p>

		approval of new job roles (for NSQF alignment) as identified through different studies.		
9	Proposed PMU Structure Page 9 of 47	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. 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)	We understand that 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. Request the department to kindly provide clarity as to the number of CV's we are required to propose for the District Skill Expert Position – 5 or 38.	At RFP evaluation stage, for District Skill Experts, 5 CVs will have to be provided.
10	Section 12, Technical Evaluation (Technical Score-ST), Technical Evaluation Criteria, Point No. 4	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. 4. District Skill Experts (5 CVs, each 10 Marks, total 50 Marks) > Minimum 3 years of overall experience.		RFP condition will prevail.

	Page 18 of 47	<p>> At least 2 years of experience in managing skill based training program in large organization.</p> <p>> 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.</p> <p>> MSW/ MBA/ MCA/ B.Tech/ B.E/ PGD in Rural Management.</p>		
11	Section 7, General Conditions and Provision, Definitions, Point No. VII Page 13 of 47	<p>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.</p>	<p>We hereby request the department to kindly provide clarity as to whether the "Key Experts" will be needed to be on the payroll of the Bidder at the stage of submission of proposal OR post the issue of letter of award.</p>	<p>> Key experts will mean both state PMU and district skill experts. All resources (41) will be needed to be on the payroll of bidder at project execution stage.</p> <p>>At proposal stage these resources may or may not be on the payroll of the bidder.</p> <p>> At RFP evaluation stage, CV for all state resources and 5 District Skill Experts will have to be provided.</p> <p>> The ambiguity in the definition of key expert is being clarified through the corrigendum. Please refer the corrigendum.</p>
12	Section 15.7, Proposal Validity, Point	Project Management Consultant cannot change the Key Experts as submitted in response to the bid, except in case of	We understand that deployment of Human Resources is at State as well as at District levels	<p>> Key experts will mean both state PMU and district skill experts. All resources (41) will</p>

<p>D</p> <p>Page 20 and 21 of 47</p>	<p>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.</p>	<p>Request the department to kindly provide further clarity whether the deployment will be at client place as well as at the District Level and whether the 3 managers are considered as the "Key Experts".</p>	<p>be needed to be on the payroll of bidder at project execution stage.</p> <p>>At proposal stage these resources may or may not be on the payroll of the bidder</p> <p>> At RFP evaluation stage, CV for all state resources and 5 District Skill Experts will have to be provided only.</p> <p>> The ambiguity in the definition of key expert is being clarified through the corrigendum. Please refer the corrigendum.</p> <p>> The state PMU will be stationed at BSDM head office and District Skill Experts will have to be stationed at respective districts.</p>
<p>13</p> <p>Section 15, Important Terms, Clause 15.16, Confidentiality</p> <p>Page 23 of 47</p>	<p>1. 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</p>	<p>We understand that Confidentiality related to information regarding evaluation of proposals and award recommendations has been stated in the RFP.</p> <p>Request the department to kindly further make an exception for Compelled Disclosure i.e the Confidentiality clause should include Compelled Disclosure Clause mentioned below:</p> <p>"In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation</p>	<p>The suggestion is accepted and a clause is being added through the corrigendum. Please refer corrigendum.</p>

		<p>the publication of the Contract award information.</p> <p>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</p> <p>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.</p>	<p>or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed"</p>	
14	<p>Section 21, Deliverables by the Project Management Consultant, Sub Clause 21.1, Deliverables by the Project Management Consultant</p> <p>Page 42 of 47</p>	<p>The Project Management Consultant shall put in place the following personnel in the time frame prescribed below :-</p>	<p>We hereby request the department to kindly provide clarity on the person-months of deployment of the each of the resources since the given clause mentions deployment post signing of contract is 60 days.</p> <p>In addition, we request the department to kindly provide clarity as to whether all 41 resources shall be deployed for a period of 72 months.</p>	<p>All resources have to be deployed within 60 days of signing of contract.</p> <p>All resources will have to be deployed for the period of 72 months or extended period of contract, if any, from the date as prescribed in LOA/ contract.</p>

15	Additional Clause to be added: Indemnification		<p>Indemnification: The Agency shall indemnify the Client in full for any failure in performance on account of its default or non-fulfillment of its obligations and the same is performed by the client or any other agency engaged by the Client. In such case all the costs and expenses incurred by the client are recoverable from the Agency.</p> <p>The agency shall indemnify the Firm for losses/damages suffered:</p> <p>(i) Due to any third party claims</p> <p>(ii) Due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.</p>	If needed may be added at contact stage.
16	Additional Clause to be added: Intellectual Property Rights		<p>Intellectual Property Rights: The agency shall at all times indemnify and keep indemnified Invest India against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.</p>	Though there may be no IPR involved, If needed may be added at contact stage.
17	Additional Clause to be added: Retention of Copies		<p>Retention of Copies: The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns or has the right to use in performing the services. Notwithstanding the delivery of any reports, the agency retains all intellectual property rights in the Materials (including any improvements or knowledge</p>	Not needed.

			developed while performing the services), and in any working papers compiled in connection with the services."	
18	Additional Clause to be added: No duty of care towards Third Parties		No Duty of Care towards Third Parties: The agency will not accept any responsibility for Duty of Care towards the Third Party.	Not Needed
19	Section 11 Point 1- Preliminary Eligibility Criteria Page 15 of 47	The bidder should be a Legal Business Entity as below (Any kind of consortium is not allowed). Project Management Consultants shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization.	Considering the large nature of the assignment, we request that the consortium may be allowed. In case if consortium is not allowed, then sub-contracting of the district team may be allowed. In call cases it will be ensured that the responsibility of the delivery shall fully rest on the Bidder.	The suggestion has been considered carefully and after weighing the pros and cons, no change in the RFP condition is required.
20	Clause 6 Proposed PMU Structure Page 10 of 47	For the position of Manager- Program Implementation and Monitoring (Project Head) , the key Qualification is: B.Tech / B.E with Post graduation in Management/MBA / PGD in Rural Management from reputed academic institution. For the position of Manager- Industry Interfacing , Mobilization and Stakeholder Collaboration, the key Qualification is: B.Tech / B.E with Post graduation in Management/MBA / PGD in Rural Management from reputed academic	The skill development sector is in its formative years and hence the availability of qualified professionals are limited. The eligibility criteria of only B.Tech / B.E may be restrictive in nature and hence it is suggested that it may be broadened to Graduation (in any stream) with MBA/ PGDBM/MSW/Post Graduate in Rural Development or Management or any relevant masters degree.	After careful consideration of the suggestion, following changes is being made through issuing the corrigendum. Please refer the corrigendum. For the position of Manager- Program Implementation and Monitoring (Project Head) , the key Qualification is: B.Tech / B.E/Bachelor in Economics/ Statistics with Post graduation

		institution.		in Management/MBA / PGD in Rural Management/ MSW from reputed academic institution. For the position of Manager-Industry Interfacing , Mobilization and Stakeholder Collaboration, the key Qualification is: B.Tech / B.E/Bachelor in Economics/ Statistics with Post graduation in Management/MBA / PGD in Rural Management/ MSW from reputed academic institution.
21	Section 6 Proposed PMU Structure Page 11 of 47	For the position of Manager Skill Gap Needs and Tracer studies, the key Qualification is: Post graduate in Management/MBA / PGD in Rural Management from reputed academic institution.	The skill development sector is in its formative years and hence the availability of qualified professionals are limited. The eligibility criteria of only Post graduate in Management/MBA / PGD in Rural Management degree may be restrictive in nature and hence it is suggested that it may be broadened to MBA/ PGDBM/MSW/Post Graduate in Rural Development or Management or any relevant master's degree.	Correspondingly Technical Evaluation Criteria should also be treated modified accordingly. After careful consideration of the suggestion, following changes is being made through issuing the corrigendum. Please refer the corrigendum. For the position of Manager Skill Gap Needs and Tracer studies, the key Qualification is: Post graduate in Management/MBA / PGD in

				Rural Management/MSW/Masters in Economics/Statistics from reputed academic institution. Correspondingly Technical Evaluation Criteria should also be treated modified accordingly.
22	Section 9 (A) Conflict of Interest Page 14 of 47	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.	SANKALP has been initiated successfully at both the central and state level. We understand that as part of the program, the central level Project Management firm and M&E firm deployed by MSDE, shall be engaged in managing, procuring as well as the monitoring of the overall program in the Centre and States including disbursement linked indicators as per clause 3.3 and 3.4 of ToR of Sankalp RFP. Hence we are assuming that that both the firms shall not be participating in any form of downstream activities of SANKALP in the Central and the State which may lead to conflict of interest and unfair advantage. We request for a clarification on the same from BSDM to ensure independent and effective implementation of the project.	The bid will be evaluated as per conflict of interest clause.
23	Infrastructure	Infrastructure	Can details be provided on what all infrastructure shall be provided from BSDM. Would office space and the necessary office equipment's such as laptop, data card shall be provided by BSDM or needs to be	Only office space and set-up with required furniture will be provided by BSDM.

			arranged by the Consultants. Kindly clarify this for both the state and the district team.	
24	Section 13.1 Financial Bid Evaluation	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.	It is proposed that only time cost of the Experts should be included in the Financial Bid. It is difficult to estimate the OPE including but not limited to the number of travel, TA and DA expenses, per diem etc of the experts. Hence the Bidders may not have clarity and make large estimates. Further if the estimates are not up to the requirement the Bidder may cut short on the required travel. Hence to safeguard the interest of both the State and the Bidder, the OPE related project should be reimbursed as per the state guidelines	No change, RFP condition will prevail. Please refer financial bid format. All expenses has to be estimated and quoted as lumpsum (Page 41 of the RFP).
	Page 19 of 47			
25	Section 15- Important Terms, Clause 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. (7) other allowances where applicable and provisional or fixed sums	Considering the size of the district team (38 members) it is proposed that only the payroll management function of the manpower be sub-contracted/done on a consortium basis, to streamline operations	No consortium or sub-contracting is envisaged. All key experts have to be on the payroll of the sole bidder.
	Page 21 of 47			
26	Section 16- Project Deliverables and Payment	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	Considering the resources shall be deployed at the Client office, necessary permissions and approvals would be taken from the department for any leaves/absence. It is	No change is envisaged. This clause is aimed at preventing unauthorised absenteeism.

	Terms & Schedule, Point 4 of Clause 16.7- Conduct of Project Management Consultant Manpower Point 4	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.	requested that the deductions of Rs. 2,000/day be annul.	
27	Page 27 of 47 Tender Schedule Program Data sheet – 5. Last Date/Time for submission/ uploading of offer/Bid	Last Date/Time for submission/ uploading of offer/Bid : 11.04.2019 up to 15.00 Hrs. (https://www.eproc.bihar.gov.in)	This is a large scale bid and requires identification of suitable experts. Hence it will be challenging to submit a compelling proposal in the given timelines. Hence it is requested that the last date of submission may be extended by a minimum of 2 weeks.	No change is envisaged at present.
28	Page 3 of 47 No clause in RFP	No legal contracting terms and conditions in the RFP	It is requested to allow us to incorporate our standard terms of business in our proposal. These are very simple and straightforward. Also need confirmation on whether we would be allowed to negotiate the ensuing contract based on these TOBs.	Any special inclusion of legal contract terms may be discussed at contract execution stage, subject to acceptance by BSDM.
29	No clause in RFP : Confidentiality	Exceptions to confidential information is not provided	It is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all	The suggestion is accepted and a clause is being added through the corrigendum.

	Obligations		<p>information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	Please refer corrigendum.
30	No clause in RFP : Confidentiality Obligations	Parties to whom information can be disclosed is not documented	<p>It is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. It is therefore requested to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors,</p>	<p>The suggestion is accepted and a clause is being added through the corrigendum. Please refer corrigendum.</p>

			officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.”	
31	Termination Clause Clause 16.12.3 (I) and 16.12.4 (VIII) Page 30 and 31 of 47	Disparity in timelines with regards to termination at will.	We understand that a period of 60 days will be provided in the scenario that this agreement is terminated without cause. Kindly confirm.	RFP condition will prevail. Termination by BSDM for convenience- Notice will be for minimum period of 60 days.
32	Clause 16.12.5 Termination by Project Management Consultant Page 31 of 47	There are contradictory words and numerals provided for termination by PMC.	We understand that the PMC shall be able to terminate by providing a notice period of 1 month. Kindly confirm.	The PMC shall be able to terminate the contract by providing a notice period of 1 month but such notice to be given only after the occurrence of any of the events as mentioned in the RFP under point 16.12.5
33	No clause in RFP : Liquidated damages/ Penalties to be provided in the	LDs/Penalties might be uncapped or capped at a high percentage	It is requested to cap the liquidated damages/penalties cumulatively to 5% of the total contract value	Will be added through corrigendum. Please refer corrigendum.

	contract			
34	No clause in RFP: IPR	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>“Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for</p>	No change.

			the purpose for which such deliverables are meant for client's internal business operations."	
35	No clause in the RFP : Arbitration	No independent arbitrator	In order to uphold the principles of natural justice (NemojudeX in causasua- no one should be judge in one's own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	No change. Please refer 16.13 (disputes resolution)
36	Clause 16.11 Change Orders and Contract Amendments Page 29 of 47	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	In order to uphold the principles of the Contract Act and equal bargaining power, any change in the agreement/scope/volume shall be by mutual agreement of the parties.	This clause is being amended to provide for any increase or decrease only by mutual consent and there shall be no limit on the level of increase or decrease in personnel as presently estimated. Please refer corrigendum.

		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		
37	Section 11 Point 5 of Preliminary Eligibility Criteria and Point 3 of Section 12 Technical Evaluation Page 16 and 17 of 47	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.	Modification in Section 11 Point 5 of Preliminary Eligibility Criteria and Point 3 of Section 12 Technical Evaluation	After considering the suggestion and the discussion during the pre-bid meeting, the point no. 3 of technical evaluation criteria as well as point no 5 of preliminary eligibility criteria are being amended to include weightage for projects outside India as well as for skill development projects of value less than INR 2 crores. Please refer to the corrigendum.
38	Annexure 1		It is requested to make slight modifications to the declarations.	RFP condition will prevail.

		<p>Declaration verbiage for Blacklisting:</p> <p>"The bidding entity for this engagement is PricewaterhouseCoopers Private Limited ("PwCPL" or "we"). PwCPL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory.</p> <p>I, [XXXXX], Partner of PwCPL, do hereby declare to the best of our knowledge and information available with us as on [date] that we have not come across any written directive by the Central Government/State Government or its agencies on the grounds of engaging in corrupt or fraudulent practices in India in the last five years, blacklisting PwCPL against providing such professional services as mentioned in the tender."</p>
--	--	---

The intended agencies are kindly requested to take note of the above and Corrigendum published on the website while preparing and submitting their response the said limited RFP.

[Signature]
16/03/19

Principal Secretary,
Department of Labour Resources, Government of Bihar,
Niyojan Bhawan, Patna – 800001
-Cum- Chief Executive Officer, Bihar Skill Development Mission.