

Bihar Skill Development Mission (BSDM)
Department of Labour Resources, Government of Bihar
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CORRIGENDUM NOTICE

RFP No: BSDM/Sankalp-77/2023 - 1437

Date- 22/08/2023

RFP Name : RFP for Selection of Agency by Bihar Skill Development Mission (BSDM) for conducting "Sectoral Skill Gap and Youth Aspiration Mapping Study" in all 38 Districts of Bihar and the Job Market Study vide Ref. No. BSDM/Sankalp-77/2023 dated-04.08.2023 published in papers vide PR No.006387 (LRD) 2023-24.

In view of Prebid Meeting dated 16.08.2023, certain modifications/ amendments in some of the provisions of above RFP is made as below:

1. **Under head of the Technical Bid and Evaluation SN 1 of clause Preliminary Eligibility Criteria (Point A) of Page 19 is modified as under:**
The agency should be a company registered under Companies Act, Registered Society or Trust / Autonomous Body/ Registered Firm/Firm registered under Limited Liability Partnership Act (LLP) /Partnership firm in existence for the last 5 years before the last date of submission.
2. **Under head of the Technical Bid and Evaluation SN 3 of clause Preliminary Eligibility Criteria (Point A) of Page 19 is modified as under:**
The agency must have experience of skill gap study or skill demand-supply or youth aspiration study/evidence-based skill development requirement study during last 5 years directly awarded by Central/State Govt. departments/ Organizations / NSDC/SSCs/IFIs to the bidder.
3. **Under head of the Technical Bid and Evaluation SN 2 of clause Preliminary Eligibility (Point A) of Page 19 is modified as under:**
The agency should have a minimum average annual turnover of INR 10 Crores in any three financial years out of last five financial years (i.e 2018-19, 2019-20, 2020-21,2021-22 &2022-23). This must be individual firm's turnover from consulting assignments in India and not that of group of companies.
4. **Under head of the Technical Bid and Evaluation SN 5 of clause Preliminary Eligibility Criteria (Point A) of Page 19 is modified as under:**
A Notarized Affidavit as per Annexure I
5. **Under head of the Technical Bid and Evaluation SN 1 Financial Turnover of Clause Technical Evaluation and Criteria Score (Point B) of Page 19 is modified as under:**
Average annual turnover of any three financial years out of last five financial years (i.e 2018-19, 2019-20, 2020-21,2021-22 & 2022-23) from consulting Services in India. Bidder having highest average annual turnover will be given 15 marks. Other bidders to be awarded prorated marks.
6. **Under head of the Technical Bid and Evaluation SN 2.1 Specific experienced of skill gap/ youth aspiration study of Clause Technical Evaluation and Criteria Score (Point B) of Page 19 is modified as under:**
The agency must have experience of skill gap study or skill demand-supply or youth aspiration study/evidence-based skill development requirement study during last 5 years directly awarded by Central/State Govt. departments/ Organizations / NSDC/SSCs/IFIs to the bidder.

5 or more assignments	- 15 Marks
4 assignments	- 10 Marks
3 assignments	- 5 Marks
1-2 assignments	-2 Marks
7. **Under head of the Other Term of References (Point 3) Page 18, a new clause of Sub Point K is added as below:**

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

8. Under head of the Other Term of References (Point 3) Page 18, a new clause of Sub Point L is added as below:

Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.

9. Under head of the Other Term of References (Point 3) Page 18, a new clause of Sub Point M is added as below:

Force Majeure:- 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.

- 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
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- The Force Majeure would be applied to only those Districts which have been so stated by CEO, BSDM in writing; is part of Government of Bihar directives and is agreed by Agency. Payments of the non-impacted districts will be calculated and given as per the payment schedule and Agency will not be penalized for the non-performance of the force majeure applied districts. Computing of performance will also be adjusted on pro rata basis.
- BSDM will decide the eventuality of Force Majeure which will be binding on both the parties

The other term and conditions of the RFP document will remain the same. Please refer to the RFP document for other details.

The bidders are also strongly recommended to go through in detail the (i) RFP and (ii) Response to Pre-bid queries document, available on website viz (i) <https://eproc2.bihar.gov.in> and on <https://skillmissionbihar.org>, while preparing the bids.

This "Corrigendum document" has also been uploaded in the Tender section of above website.


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