

REQUEST FOR PROPOSAL (RFP)

FOR

Selection of Training Partner (TP) to Establish, Operate & Maintain Mega Skill Training Centres in 03 Districts on a Pilot basis under Bihar under Bihar Skill Development Mission.



RFP No: BSDM/05/2021-2022

Date: 04.08.2021

**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/05/2021-2022

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 organizations for **Selection of Training Partner (TP) to Establish, Operate & Maintain Mega Skill Training Centres 03 Districts on a Pilot basis in Bihar** under Bihar Skill Development Mission.

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.

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable Document Fee of Rs. 10,000/-** (Rupees Ten Thousand only) and Tender Processing Fee of Rs. 1,180.00 or as applicable (One Thousand One Hundred Eighty 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. **1,00,000/-** (One Lac) **through e-payment mode only** (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 **04.08.2021**. The **Pre-bid meeting** will be held on **03:00 PM of 11.08.2021 (both physically and virtually)**. The last date for uploading of proposal/bid will be **27.08.2021 up to 15.00 Hrs**. Technical Bid will be opened on or after **27.08.2021 post 16:00 Hrs**. 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 (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.

Tender Schedule/Programme:

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 04.08.2021 (15:00 Hrs.) (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending Pre-Bid queries by e-mail	10.08.2021 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 03:00 PM of 11.08.2021. 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 13.08.2021 on best effort basis at e-proc website/BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	27.08.2021 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 27.08.2021 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
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: Designation:		Name of representative: 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](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 First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164" or may visit the link "Vendor Info" at www.eproc2.bihar.gov.in.

ABBREVIATIONS

Abbreviations

Abbreviation	Full Form
BSDM	Bihar Skill Development Mission
NOS	National Occupational Standards
NSDC	National Skill Development Corporation
NSQF	National Skills Qualifications Framework
PPP	Public Private Partnership
QP	Qualification Pack
SSC	Sector Skill Council

In the interpretation of these terms, unless the context otherwise requires:

- (a) The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the other standard Bidding Documents, shall, unless the context otherwise requires, have the meaning ascribed thereto therein;
- (b) Words in the singular or plural term, as the case may be, shall also be deemed to include the plural or the singular term, respectively;
- (c) Terms "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" regardless of whether such terms are followed by phrases of like import;
- (d) For the purpose of this RFP, the terms "Bid" and "Proposal" are interchangeable and imply the same, unless repugnant to the context.

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bihar Skill Development Mission (hereinafter "BSDM") is provided to interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by BSDM to interested parties (henceforth "Bidders") who apply for establishing, operation & maintenance of Mega Skill Training Centres 03 Districts on a Pilot basis in Bihar (henceforth "Project") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for the Project with Bihar Skill Development Mission for providing skill development training in Bihar as per notified norms.

BSDM makes no representation or warranty and shall have no liability to any person or 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this bidding process.

BSDM may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that BSDM is bound to select any Bidder(s) for any project. BSDM reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all 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 BSDM or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BSDM shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and related processes.

1 INTRODUCTION

1.1 Contents of this RFP

1.1.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Meeting
Section 6	Miscellaneous
Section 7	Schedules
Section 8	Appendices

1.2 About Bihar Skill Development Mission

1.2.1 In today's competitive world with increasing unemployment, neither education nor skill can be neglected. Education is a core necessity for any job. Education qualification is an absolute must, especially for technical jobs. However, education is not enough. Skills are extremely important and even the educated do not get jobs if they lack skills. Skills give an edge over those with just a degree.

1.2.2 Skill initiatives in Bihar is implemented by Bihar Skill Development Mission (BSDM), Labour Resources Department, Govt of Bihar, with the vision to increase the capacity & capability of the system to deliver quality skill training and professional knowledge to the youth of Bihar to enhance their employability and bridge the skill deficit with a view to meet the growing demand for skilled manpower..

1.2.3 The primary objectives of BSDM are:

- (a) To increase the employability of the youth and empower them to take part in the economic growth of Bihar and India and thereby reduce unemployment, under-employment, poverty and socio-economic inequality.
- (b) To facilitate generation of adequate employment opportunities through a policy framework.
- (c) To encourage and facilitate skill training for youth of Bihar.
- (d) To monitor generation of employment in different sectors.
- (e) To facilitate launching of training programs for both uneducated and

educated unemployed persons for up-gradation of their skills.

- (f) To formulate area and trade specific strategies for maximizing employment opportunities on a sustainable basis in the State supported by private sector.
- (g) To facilitate a coordinated approach in achieving the above objectives for maximizing the benefits over time and space and in reaching out the neediest sections of the population.
- (h) Management of skill development agenda of the State of Bihar.

1.3 Objective and snapshot of the Project

1.3.1 The key objective of the project is to establish Mega Skill Training Centres in 03 districts on a Pilot basis in Bihar with a skill training capacity of 2000 to 2500 beneficiaries per year per Mega Skill Training Centers for non-residential training. These centres shall emerge as Centre of Excellence for the skill training in their respective sectors.

1.3.2 BSDM through this initiative desires to impart training in modern/advance courses/trades of sectors, tentatively mentioned as below:

Please refer Annexure: I (List of Sectors and Courses)

List of Districts:

SN	Districts
1	Patna
2	Nalanda
3	Darbhanga

Background

Traditionally Bihar has been a state supplying diligent and low-cost manpower across sectors / industries and across geographies. In order to enhance the capacity of the State to create additional supply and create a skilled work force pool to facilitate the Industry demand not only within the state of Bihar but on a pan India basis, Government of Bihar is in the process of conceptualizing / strategizing relevant interventions.

With the above pretext, under the "Saat Nishchay 2.0" plan of the Government

of Bihar, it has been envisaged to empower and skill the youth with quality and facilitate them in adding value to their life / pursuits in conjunction with adding value to Bihar's progress. One of the interventions envisaged here under is as follows:

Scheme

The Mega Skills Center scheme focuses on setting up benchmark skill development centres of at least 15,000 square feet. Courses offered in Mega Skill Centers will be non-residential in nature and matching the industry expectations with special focus on the job training component. Primarily each of the training centres is expected to train around 2000 to 2500 candidates annually. The Mega Skill Centers in addition to conventional courses will also showcase emerging technologies, Industry 4.0 and other advanced technologies in trend for which the course and content is available with the Sector Skill Councils.

Objectives

The Mega Skill Centers are envisaged to (indicative, not exhaustive):

- a) Have best-in-class infrastructure and equipment
- b) Impart Quality Training in industry relevant and demand driven trades / courses
- c) Have cross sectoral focus with future demand / incremental manpower requirement in mind
- d) Facilitate creation of employment opportunities

Mega Skill Center Salient Features

- a) Area requirement of at least 15 K Sq. Feet
- b) Expected capacity to train 2000 to 2500 candidate/Year
- c) Selection of at least 8 courses across minimum 2 sectors at any center.
- d) Non-Residential Training

Establishment Modalities

- a) The private training partner will set-up a Mega skill center of at least 15,000 sq. ft. at their own cost. In case the SSC courses chosen by the Training Partner at the Mega Skill Center require a larger area, the same will be made available by the Training partner.
- b) Currently the Mega Skill Centers would be set-up in 3 districts on a pilot basis and one Training partner organization will be allowed to set-up a

maximum of one Mega Skill center in the pilot phase.

- c) The Mega Skill Center will be set-up in line with the Sector Skill Council norms for the chosen course and the other center set-up guidelines issued by BSDM.
- d) The Mega Skill center will have to be registered on the BSDM portal for carrying out training and will have to undergo detailed physical verification to establish compliance to Scheme / SSC / BSDM norms.

Sectors and Courses

The Mega skill center may choose to offer any of the Sector Skill Council prescribed courses as per list of sectors and courses mentioned under clause 1.3.2

Cost Category

The cost Categories applicable across SSC courses as per the 5th amendment Notification of Common Norms by MSDE dated 01-01-2021 will be as below:

- Category 1: INR 49 per candidate per hour
- Category 2: INR 42 per candidate per hour
- Category 3: INR 35.10 per candidate per hour

Trainers

All eligible trainers arranged by the Training Partner should be certified under the concerned Sector Skill Council (SSC) Training of Trainer (TOT) program.

Mobilization

- Training partner will be responsible for mobilization of the candidates.
- The candidates mobilized should be compliant to the concerned course's eligibility criteria.
- The training partner will also ensure the registration of the candidates on BSDM portal.
- A refundable security deposit of INR 1000 to be taken from all enrolled candidates which will be returned to all certified (passed) candidates post certification.
- The Training partner will create a batch on BSDM portal for the registered candidates and send the batch for approval to BSDM
- Aadhar De-duplication will be ensured through BSDM Portal.

Monitoring

BSDM will carry out monitoring of the Centers across all aspects of the value chain as per agreed objectives apart from existing monitoring framework of BSDM. Some of the activities will be as follows:

- Center physical verification for approval
- On-going batch inspection
- Automated monitoring of attendance, target achievement etc.
- Frequency based and periodic physical visits

Assessment and Certification

The assessment and Certification will be carried out by the concerned Sector Skill Council (SSC).

Attendance management

Aadhaar Enabled Biometric Attendance System (AEBAS) to be mandatorily used to capture the attendance of trainees and trainers.

Target Allocation

- BSDM will give the Target to these Mega Skill Centers.
- The minimum and Maximum per year target for a single Mega Skill Center will be 2000 and 2500 respectively.
- In case a Training partner completes the allocated target then BSDM may decide to provide additional target.

Payment Terms

BSDM will give make the payment of Training Fees to these training centers.

First Instalment - 30% of the training fee

- Invoice generation trigger - On completion of 1/3rd of the duration of the course or 1 month whichever is later
- Invoice eligibility - for all the candidates with attendance equal to at least 80% against the total duration of the course (in hours).

Second Instalment - 30% of the training fee

- Invoice generation trigger – On passing the final assessment by the

BSDM / SSC authorized assessment & certification agency –

- Invoice eligibility - for the passed (certified) candidates only, post adjustment of the 30% (paid earlier) for candidates who did not pass the assessment.

Third Instalment - 30% of the training fee –

- Invoice generation trigger: After locking of the placement data on the portal.
- Invoice eligibility: For all the certified candidates after a minimum of 70% of the certified candidates on the batch have been placed within the stipulated timeline.

Fourth Instalment - 10% of the training fee

- Invoice generation trigger: To be paid at the end of the year based on achievement of 100% enrolment against the total allotted target.
- Invoice eligibility: For all the certified candidates.

Mobilization Advance:

To promote and foster establishment of mega skill centre, BSDM shall provide a mobilization advance of maximum 10% of project cost, against a bank guarantee, which shall be adjusted proportionately during the Project Period. The project cost shall be determined as the total cost of training (Training Fee) being awarded by BSDM to the Selected bidder.

Placement Definition

- Placement to be mandatorily done in 3 months from result declaration date. Placements by definition would mean that the placed candidate has joined the offered job and is in employment for the next 3 months at least. Placements can be in the form of wage employment or self-employment.
- In case of wage employment, candidates should be placed in jobs that provide wages at least equal to minimum wages prescribed by the State where the deployment is done post recruitment and such candidates should continue to be in jobs for a minimum period of three months, from the date of placement in the same or a higher level with the same or any other employer.
- In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in

terms of trade license or setting up of an enterprise or becoming a member of a producer group and proof of additional earnings (bank statement) or any other suitable and verifiable document as prescribed by BSDM.

Placement Mandate

The Training Partner will have to ensure a minimum of 70 % (or as specified by BSDM) placement (Of the total certified candidates) including self-employment. The breakup of placement percentage for wage and self-employment can be decided by the Training partner as per the nature of the course and their target group inclinations and submitted for BSDM's approval at the project commencement.

- 1.3.3 In order to foster skilling initiatives in the state, BSDM seeks to invite proposals from entities, which are eligible to apply for the Project as per Clause 2.1.
- 1.3.4 Projects shall be awarded to the Bidders achieving the required Overall Score based on evaluation of the technical and financial capability of Bidders in line with the criteria described in Clause 2.1 and 3.3 of this RFP. The Training Partner has to ready the required infrastructure, procure & install equipment, operate and maintain the Mega Skill Training Centre.
- 1.3.5 The Bidders shall apply under Type 1 or Type 2 as defined in the eligibility criteria
- 1.3.6 The Selected Bidders will be required to procure & install equipment, operate and maintain the Mega Skill Training Centre and impart skill training as per the terms of agreement and BSDM Process and Cost Norms as amended time to time.
- 1.4 General Terms
 - 1.4.1 Bidders must be eligible to apply for the Project as per Clause 2.1. Bidder could either be a Single entity or a Consortium of maximum 03 organizations.
 - 1.4.2 The bidder can apply under one or more sectors listed at Clause 1.3.2. Bidders are required to provide preference of 3 districts and sectors, in which they would like to set up the Mega Skill Training Centre. The bidders must make a selection of at least 8 courses across minimum 2 sectors at any center and maximum of 15 Courses and 4 Sectors.
 - 1.4.3 The tenure of the Project shall be for a period of three (3) years from the date of award of work order which may be extended further annually thereafter, at the discretion of CEO, BSDM subject to:
 - i. the selected partner continuing to meet the standard of performance as expected and;

- ii. the satisfactory performance under the project as per terms of agreement or as envisaged hereunder for this initiative.
- 1.4.4 BSDM, at its discretion, can modify or terminate the Project earlier than the expiry of the agreement Period in the event of change in law or due to other relevant reason(s) as per discretion of CEO, BSDM and without any liability to BSDM to this effect.
 - 1.4.5 BSDM, at its discretion, can terminate the Project earlier than the expiry of the agreement Period in the event of failure of training partner to remain eligible or to perform as per contract deliverables or other relevant reason(s) to the satisfaction of BSDM.
- 1.5 Description of Bidding Process
 - 1.5.1 Interested Bidders deemed eligible as per Clause 2.1 can participate in the Bidding Process by submitting their proposal online in the format given in the Appendix. Each Bidder must submit a single proposal including all of the sectors in which the Bidder wishes to start the Project. A Bidder may choose to apply in more than 1 sector.
 - 1.5.2 A Bidder may choose to apply in more than 02 sector and 08 courses subject to clause 1.5.5.
 - 1.5.3 Each Bidder must submit a single proposal including all of the sectors in which the Bidder wishes to start the Project.
 - 1.5.4 One Training partner organization will be allowed to set-up a maximum of one Mega Skill center in the pilot phase.
 - 1.5.5 The bidder can apply under one or more sectors listed at Clause 1.3.2. Bidders are required to provide preference of 3 districts and sectors, in which they would like to set up the Mega Skill Training Centre. The bidders must make a selection of at least 8 courses across minimum 2 sectors at any center and maximum of 15 Courses and 4 Sectors.
 - 1.5.6 BSDM shall endeavor to adhere to the Tender schedule but reserves the right to alter the same.
 - 1.6 Terms and Scope of Work
 - 1.6.1 For a district only one bidder will be selected. A Single Bidder will be selected for a particular district for multiple sectors and would be awarded work to establish MegaSkill Training Centre and impart skill training in that sector.
 - 1.6.2 The following is the broad scope of work for Selected Bidder. Based on the modifications on the national guidelines and state priorities, BSDM may modify the scope in accordance to the same.

(a) Equipping

- The Selected bidder shall be required to ensure the infrastructure readiness for the skill training program including but not limited to construction, establishment or renovation of the required infrastructure and deployment of required resources including human resources, tools and equipment for the operations of Mega Skill Centre.

(b) Mobilization of Trainees

- Prior to initiation of training, ground-level mobilization must be done by the private partner at their own cost in areas identified in consultation with BSDM.
- Mobilization should be accompanied by counselling wherein the private partners are expected to provide candidates all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and their families make informed choices.
- Registration of trainees must be linked to their Aadhaar identity.

(c) Mapping Youth Aspiration

- Every Mega Skill Training Centre needs to establish Mobilization & Counselling Centre. Here training partner will undertake research to determine youth aspirations so as to determine youth aspirations so as to determine their attitudes towards migration for placement etc.
- The training partner will develop a pool of trained counsellors for the respective sectors/courses, suitable counselling tools and techniques with consultation of BSDM.

(d) OTP (Offer Train Place) Model implementation

Training Partners need to tie-up (signing MoUs) with reputed employers in India and abroad for placement. After selecting candidate for training, training partners need to give a conditional offer letter stating an assured placement after successful completion of training.

(e) Batch management

- A training batch would consist of not less than 15 and not more than 30 trainees.
- During the programme if the number of trainees remains below 15 for six consecutive days, the batch will be considered shut down and the training partner shall not be eligible for payment for that batch.

(f) Training Centre and Infrastructure

- A minimum area required for establishing Mega Skill Training centre would be 15000 Sq. Ft.
- Training shall be non-residential in nature.
- In the Mega Skill Training Centres, the training partner can run courses under BSDM Program only. In order to run any other Government Programmes/ CSR funded courses/ fee based courses for a particular period the training partner need to take prior written approval from BSDM.
- Training centres must be verified and approved by the BSDM prior to initiation of training.
- Each training centre must be equipped with the infrastructure prescribed under the relevant Qualification Pack by the concerned Sector Skill Council for the job roles in which training will be imparted.
- Training centre infrastructure may be owned or hired.
- Aadhar Enabled Biometric Attendance (AEBAS) will be mandatory at each Center.

(g) Training delivery

- Selected Bidders will not be allowed to provide training through a franchisee arrangement. No part of training centre or training shall be sub-let to any agency/individual in any form.
- The selected partner shall be responsible for all aspects of the training including centre readiness, quality of training delivery, assessment and certification, and outcomes required from the training.

(h) Curriculum

- Curriculums must confirmed to the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skill Councils established under the National Skill Development Corporation (NSDC).
- The training curriculum must have mandatory modules on soft skills including career counselling, computer literacy, financial literacy and entrepreneurship.
- Being a Skill Development program, the focus should be “hands on approach” and acquiring Competency in the Skill training being provided.

(i) Trainers

- Persons deployed as trainers by the private partner must be competent

instructors in possession of requisite knowledge, skills and experience in their domain.

- For each trade offered under the Project, instructors must have completed Training of Trainer (TOT) and be SSC-certified trainers.

(j) Assessment and Certification

- An independent assessment of trainees by a third-party agency authorized by the relevant Sector Skill Council is mandatory for all skill trainings provided under the Scheme.
- After assessment, each successful candidate must be awarded a certificate issued by the Certifying Agency approved by the relevant Sector Skill Council to ensure acceptability in the industry.
- Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

(k) Facilitating Trainees in securing Wage or Self Employment

- Along with providing wage employment to the beneficiaries, self-employment shall also be considered under the Project. Achievement of outcomes, in terms of sustainable wage or self-employment being facilitated for trainees, shall be one of the element for assessing the performance of the private partner. The detailed parameters for assessing performance would be solely decided by BSDM.
- Release of Payment to selected training partners would be in line with the BSDM Process and Cost Norms as amended time to time.

Placement Definition

- Placement to be mandatorily done in 3 months from result declaration date. Placements by definition would mean that the placed candidate has joined the offered job and is in employment for the next 3 months at least. Placements can be in the form of wage employment or self-employment.
- In case of wage employment, candidates should be placed in jobs that provide wages at least equal to minimum wages prescribed by the State where the deployment is done post recruitment and such candidates should continue to be in jobs for a minimum period of three months, from the date of placement in the same or a higher level with the same or any other employer.

- In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade license or setting up of an enterprise or becoming a member of a producer group and proof of additional earnings (bank statement) or any other suitable and verifiable document as prescribed by BSDM.

Placement Mandate

The Training Partner will have to ensure a minimum of 70 % (or as specified by BSDM) placement (Of the total certified candidates) including self-employment. The breakup of placement percentage for wage and self-employment can be decided by the Training partner as per the nature of the course and their target group inclinations and submitted for BSDM's approval at the project commencement.

(l) On the Job Training (OJT) Provision

- On the Job Training or apprenticeship would be an integral part of skill trainings in Mega Skill Training Centres. BSDM will give preference to the partners who has an agreement with industry for OJT. Such agreement must be duly executed between them on a stamp paper and should not be a mere offer letter/intent letter etc. by whatever name called.
- OJT could be organized in various modes:
 - Production cum training centres
 - OJT arrangement in industry premise

(m) Post Placement Tracking and Support

- To ensure sustained benefits from training, the training partner are required to track, and report successfully placed candidates for a period of 12 months. The formats and periodicity of reporting shall be as per BSDM norms.
- For candidates provided with wage employment in any industry, information like appointment letter, remuneration, etc. must be maintained and submitted to BSDM. For candidates setting up their own enterprises, the training partner would track the progress of the enterprises for a period of 12 months.
- Contact details of successful trainees should be passed on to BSDM for sample checking.

1.6.3 Under the project, all records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes,

must be maintained by the training partner for at-least five years.

Note: All the above Terms and Scope of work will be subject to BSDM Process and Cost Norms, as amended time to time and exceptions, wherever required, will be permitted, at the sole discretion and decision of CEO, BSDM.

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Eligibility of the Bidders

2.1.1 An eligible Bidder must be a legal entity in the form of Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company.

2.1.2 Bidder could either be a Single entity or a Consortium of maximum 03 organizations.

2.1.3 Technical Eligibility Criteria (Any consortium member may satisfy)

- i. Must not have been blacklisted by any State Government/ Central Government / Donor Agency.
- ii. Should have experience in skill training in NSQF compliant courses continuously for at least the last three years preceding the date of submission of the proposal.

2.1.4 Financial Eligibility Criteria (Lead Partner in a consortium should satisfy)

Bidders would be classified into Type 1 & Type 2. Eligibility criteria is been defined as follows for both types of bidders:

- i. Type 1 Bidder –
 - o Average annual turnover of at least Rs 30 Cr in the last 3 years (FY 17-18, 18-19, 19-20)
 - o Net worth of at least Rs 05 Cr as on last year (as on 31-03-2020)
- ii. Type 2 Bidder –
 - o Average annual turnover of at least Rs 10 Cr in the last 3 years (FY 17-18, 18-19, 19-20)
 - o Net worth of at least Rs 1 Cr as on last year (as on 31-03-2020).
 - o An agreement with a reputed corporate for providing technical supervision and placement of candidates trained under this project. In such case BSDM reserves the right to review and acknowledge the submitted agreement.

2.2 General Terms of Proposal Submission

2.2.1 Each Bidder must submit single proposals online for districts and sectors, in which the Bidder wishes to submit the proposals.

2.2.2 Bidders are required to provide preference of 3 districts and sectors, in which they would like to set up the Mega Skill Training Centre. The bidders must make a selection of at least 8 courses across minimum 2 sectors at any center.

2.2.3 The districts to be allotted to the training partner for setting up of Mega Skill Training Centres, will be at the discretion of BSDM and depending upon the proposal and presentation of the bidder.

- 2.2.4 BSDM shall receive the proposal in accordance with the terms set forth in this RFP and other documents that may be provided by BSDM pursuant to this RFP as amended/clarified from time to time by BSDM.
- 2.2.5 Bidders shall not have a conflict of interest ("Conflict of Interest") that affects the sanction of work that may follow. Any Bidder found to have a Conflict of Interest is liable to be disqualified.
- 2.2.6 Any misrepresentation shall lead to disqualification of the Bidder.
- 2.2.7 In case it is found at any time during the Project period or anytime during the period of subsistence thereof, that one or more of the eligibility criteria have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and any Agreement / Contract, if signed, shall be liable to be terminated by a communication in writing by BSDM to the Bidder, without BSDM being liable in any manner whatsoever to the Bidder.
- 2.2.8 BSDM reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of BSDM to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BSDM thereunder.
- 2.2.9 The Bidders shall be responsible for all the costs associated with the preparation of their proposal and their participation in the bidding process. BSDM will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 2.2.10 In case of Consortium, Bidders shall submit the Power of Attorney for Lead-member of the Consortium and Consortium Bidding Agreement and as per the formats attached under Appendix - IX and Appendix – X respectively.
- 2.3 Due Diligence, site visit and verification of information
 - 2.3.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from BSDM;
 - (c) satisfied itself about all matters, things and information necessary for submitting an informed Proposal and for execution of work in accordance with the RFP and for performance of all of its obligations there under.
- 2.4 Right to accept and to reject any or all Proposals
 - 2.4.1 Notwithstanding anything contained in this RFP, BSDM reserves the right to accept or reject any proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - 2.4.2 Such misrepresentation/improper response as described herein shall lead to the disqualification of the Bidder.

2.4.3 In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the Eligibility Criteria have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by BSDM to the Bidder, without BSDM being liable in any manner whatsoever to the Bidder.

B. DOCUMENTS

2.5 Contents of the RFP

2.5.1 The following are the Schedule attached as part of this RFP

- A. List of Sectors and Courses (Clause 1.3.2)
- B. List of Districts (Clause 1.3.2)

2.5.2 The following are the appendices attached as a part of this RFP:

- I. Format for Covering Letter for the Proposal
- II. Format for Affidavit on not being blacklisted
- III. Format for Bidder Details
- IV. Format for Technical Capability Statement
- V. Format for Financial Capability Statement
- VI. Format for Additional Information
- VII. Format for Power of Attorney in favour of Authorized Signatory
- VIII. Power of Attorney for Lead Member of Consortium
- IX. Format for Consortium Bidding Agreement

2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify BSDM in writing or by letter and/or e-mail. Queries should be sent in before the last date for submission of Pre-Bid Queries, as specified in tender schedule. BSDM shall post queries and responses thereto on its website without identifying the source of queries.

2.6.2 BSDM shall endeavor to respond to the queries within the period specified therein. However, BSDM reserves the right not to respond to any question(s) or provide any clarification(s), at its sole discretion, and nothing in these Clauses shall be taken or read as compelling or requiring BSDM to respond to any question or to provide any clarification.

2.6.3 BSDM may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by BSDM shall be deemed to be part of the RFP. Verbal clarifications and information given by BSDM or its employees or representatives shall not in any way or manner be binding on BSDM.

2.7 Amendment of RFP

- 2.7.1 At any time prior to the deadline for submission of Proposals, BSDM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.7.2 Any addenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of this RFP.
- 2.7.3 Any addendum thus issued will be uploaded on the BSDM website (www.skillmissionbihar.org). BSDM will post the addendum/replies to the queries on the BSDM website without identifying the source of queries.
- 2.7.4 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, BSDM may, at its own discretion, extend the timelines mentioned in tender schedule, having due regard for the time required by the Bidders to address such amendment.
- 2.7.5 Any modification and amendment in the RFP shall be uploaded on the BSDM website. Prospective Bidders are requested to remain updated with regard to any addendum/ notices/ amendments/ clarifications etc. on the BSDM website at www.skillmissionbihar.org. BSDM may not provide separate notifications for such addendum/ notices/ amendments / clarifications, etc. in the print media (press) or individually.

C. PREPARATION AND SUBMISSION OF PROPOSALS

2.8 Format of Proposal Submission

- 2.8.1 The Bidder shall provide all information sought under this RFP. BSDM will evaluate only those proposals that are received in the required formats and complete in all respects.

2.9 Submission of Proposals

- 2.9.1 No Hard copy submission. Submission through e-proc portal only.
- 2.9.2 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.
- 2.9.3 BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system

- 2.9.4 BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- 2.9.5 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.
- 2.9.6 Conditional Bids shall be out-rightly rejected.
- 2.9.7 Proposals should be submitted through online E-proc mode only.
- 2.9.8 Proposals submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained.
- 2.10 Proposal Due Date
 - 2.10.1 Proposals must be submitted within stipulated date. BSDM may, at its sole discretion, extend the Proposal Due Date by issuing an Addendum in this regard.
- 2.11 Modifications/ Substitution/ Withdrawal of Proposals
 - 2.11.1 Bidders may not modify, substitute or withdraw their Proposals after submission. Information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by BSDM, shall be disregarded.
- 2.12 Rejection of Proposals
 - 2.12.1 BSDM reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for BSDM to accept any Proposal or to give any reasons for their decision.
 - 2.12.2 BSDM reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Proposal without assigning any reason(s).
- 2.13 Validity of Proposals
 - 2.13.1 The Proposals shall be valid for a period of not less than 365 days from the Proposal Due Date. The validity of Proposals may be extended by mutual consent of BSDM and the Bidders.
- 2.14 Confidentiality
 - 2.14.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising BSDM in relation to, or matters arising out of, or concerning the bidding process.
 - 2.14.2 BSDM will treat all information, submitted as part of the Bid, in confidence and

will require all those who have access to such material to treat the same in confidence. BSDM may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or BSDM.

2.15 Correspondence with the Bidder

2.15.1 BSDM reserves the right to not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3 *EVALUATION OF BIDS*

3.1 Opening and Evaluation of Proposals

3.1.1 Through E-proc as per schedule.

3.1.2 BSDM will subsequently examine and evaluate the Proposals in accordance with the provisions set out in Clause 3.2 and Clause 3.3 below.

3.1.3 If at any time during the evaluation process BSDM requires any clarification, it reserves the right to seek such information from any or all of the Bidders and the Bidders will be obliged to provide the same with supporting documents in the specified time frame.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Proposals, BSDM shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received by the Proposal Due Date including any extension thereof;
- (b) it is accompanied by the Processing Fee;
- (c) it does not contain any condition or qualification; and
- (d) it is not non-responsive in terms hereof.

3.2.2 BSDM reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BSDM in respect of such Bid.

3.3 Evaluation of bids

3.3.1 The Bidder has to be adjudged as responsive in terms of Clause 3.2.1 for participating in the Proposal process.

3.3.2 Bidders deemed eligible as per Clause 2.1 and responsive as per Clause 3.2.1 will be further evaluated on the basis of their technical, financial and additional capabilities and awarded score as per the criteria mentioned under following clauses. The selection process would involve an evaluation of the Technical Proposal ("Part A") and Technical Presentation ("Part B").

3.3.3 Bidders who score at least 50 out of 70 marks in Part A (referred to as "Shortlisted Bidders") shall qualify for making a Technical Presentation before the Selection Committee.

3.3.4 The selection process shall be based on the evaluation criteria provided in the table below:

<i>Evaluation Criteria for Bidder (Maximum of 100 Marks)</i>		
<i>S. No.</i>	<i>Parameters</i>	<i>Max. Marks</i>
<i>Part A: Technical Proposal submitted to BSDM</i>		
A.1	Technical Qualifications (Max. Marks: 20) (Experience of only one consortium member will be counted)	
a)	Skill Development Training in the past 3 financial years (in SSDM approved courses or SSC/QP Courses): <i>Completion of skill training for average annual number trainees of more than 1500 trainees and less than 2500 trainees in last 3 years: 10 marks</i> <ul style="list-style-type: none"> • <i>Completion of skill training for average annual number trainees of more than 2500 trainees in last 3 years: 15 marks</i> 	15
b)	Having ISO 9001 quality certification	5
A.2	Financial Qualifications (in Consortium, Credentials of only Lead Partner will be evaluated) (Max. Marks: 50)	
a)	Average annual turnover over past 3 years (Type 1) <ul style="list-style-type: none"> • <i>Less than Rs 30 Crore: 0 mark</i> • <i>Rs 30 Crore to 50 Crore: 15 marks</i> • <i>Rs 50 Crore to 70 Crore: 20 marks</i> • <i>Above Rs 70 Crore: 25 marks</i> Average annual turnover over past 3 years (Type 2) <ul style="list-style-type: none"> • <i>Less than Rs 10 Crore: 0 mark</i> • <i>Rs 10 Crore to 20 Crore: 15 marks</i> • <i>Rs 20 Crore to 30 Crore: 20 marks</i> • <i>Above Rs 30 Crore: 25 marks</i> 	25
b)	Net worth in the last year (Type 1) <ul style="list-style-type: none"> • <i>Less than Rs 5 Crore: 0 mark</i> • <i>Rs 5 Crore to 7.5 Crore: 15 marks</i> • <i>Rs 7.5 Crore to 10 Crore: 20 marks</i> • <i>Above Rs 10 Crore: 25 marks</i> Net worth in the last year (Type 2) <ul style="list-style-type: none"> • <i>Less than Rs 01 Crore: 0 mark</i> • <i>Rs 01 Crore to 03 Crore: 15 marks</i> • <i>Rs 03 Crore to 05 Crore: 20 marks</i> • <i>Above Rs 05 Crore: 25 marks</i> 	25
<i>Part B: Technical Presentation before the Selection Committee</i>		
B.1	Technical Presentation (Maximum Marks: 30)	
a)	Indicative details to be presented:	30

<i>Evaluation Criteria for Bidder (Maximum of 100 Marks)</i>		
<i>S. No.</i>	<i>Parameters</i>	<i>Max. Marks</i>
	<ul style="list-style-type: none"> • <i>Bidder's understanding of skill development</i> • <i>Bidder's understanding of Bihar and suitability for the State</i> • <i>Bidder's approach & methodology for skilling through Mega Skill Training Centre in Bihar</i> • <i>Bidder's experience in skill training</i> • <i>A summarized Project Proposal</i> • <i>Firm agreements and tie-ups with industry where trained candidates will be placed.</i> • <i>Preference would be given for modern/advance trades.</i> • <i>On the Job Training or apprenticeship: Preference to the partners who has an agreement with industry for OJT. Such agreement must be duly executed between them on a stamp paper and should not be a mere offer letter/intent letter etc. by whatever name called.</i> 	

** Note: For the purpose of this RFP, Bidders are required to submit information and supporting documents on only such trainings which qualify as per the guidelines mentioned below:*

- i. NSQF compliant Skill development training implies at least 200 hours of domain-specific skill training.*
- ii. Only completed skill development trainings (i.e. training followed by assessment/certification) shall be considered for evaluation under this RFP;*
- iii. For number of candidates trained/placed, "past three financial years" implies the financial years 2017-18, 2018-19, 2019-20.*

3.3.5 After the evaluation of Proposals under Part A, BSDM would announce a list of Shortlisted Bidders, in line with Clause 3.3.3, who will be invited to make a Technical Presentation before the Selection Committee constituted for selecting Bidders for selection as training partner. BSDM will not entertain any query or clarification from Bidders who fail to qualify for the Technical Presentation.

3.3.6 Bidders shall be selected on the basis of obtained scores after aggregating the scores awarded on the basis of Technical Proposal evaluation and Technical Presentations ("Overall Score").

3.3.7 On the basis of Overall Score, the Bidders securing 70 marks or more shall be qualified for the award of the work. Based on the overall budget and targets, BSDM shall invite select Bidders for negotiation and finalization of districts and the contract.

- 3.3.8 While evaluation and awarding work, preference shall be given to (a) Bidder as a single entity over Bidder as a group of entities and (b) Type 1 Bidder over Type 2 Bidder.
- 3.4 Contacts during Proposal Evaluation
 - 3.4.1 Proposals shall be deemed to be under consideration immediately after they are opened and until such time BSDM makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, BSDM and/or their employees/representatives on matters related to the Proposals under consideration.

FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and subsequent to the bidding process and during the subsistence of the agreement to be signed with private partner.
- 4.1.2 Notwithstanding anything to the contrary contained herein, or in the Agreement, BSDM shall reject a Bid, withdraw any award of work, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
- 4.1.3 In such an event, BSDM shall appropriate the Performance Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to BSDM hereunder or otherwise.
- 4.1.4 For the purposes of Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BSDM who is or has been associated in any manner, directly or indirectly with the bidding process or award of work or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BSDM, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during or after the bidding process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of BSDM in relation to any matter concerning the project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
 - c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
 - d) "undesirable practice" means (i) establishing contact with any person

connected with or employed or engaged by BSDM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

PRE-BID MEETING

- 5.1.1 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.
- 5.1.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of BSDM. BSDM shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
- 5.1.3 Please refer section Tender Schedule for details on Pre-bid and Format of Pre-bid Queries.

MISCELLANEOUS

- 6.1.1 BSDM, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a) suspend and/or cancel the bidding process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to BSDM by, on behalf of, and/or in relation to any Bidder; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.1.2 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases BSDM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Undertaking

7.1.1 We the bidders upon selection by BSDM to establish Mega Skill Center, will agree to all the terms of this undertaking as mentioned herein below:

We, the Organization by proceeding for submission of bid under this RFP, understand and agree that upon selection by BSDM: -

1) We will always follow the guidelines, notifications, instructions and process and cost norms of Bihar Skill Development Mission (BSDM) as applicable and as will be modified and issued time to time by BSDM with respect to establishment and operations of our skill development center/s (SDC/s). In case of QP NOS courses the course related norms / guidelines of the concerned Sector Skill Councils as prevalent or as modified any time in future with regard to infrastructure, trainers, equipment will be followed by us.

2) We also understand that right to run and operate the skill development center/s as given to us by BSDM, is a non-transferable allotment and we cannot on our own transfer this right in favor of others.

3) BSDM always have the right to terminate the empanelment of Skill Development Centers on closure of the relevant schemes by the Government and in such cases centers validity will come to an immediate end.

4) If SDC will be found to be involved in any wrong/un-ethical practices regarding skill development program/s of BSDM, appropriate penalties/financial deductions or other appropriate actions may be imposed (by BSDM or concerned Funding Entity) in line with the guidelines of BSDM/Scheme as applicable from time to time. The training fee and other payments or a proportion thereof, if any, already made to the SDC may also be recovered by the BSDM or concerned Funding Entity, if required.

5) If any SDC indulges into fPatnasing / outsourcing / sub-letting of their registered centre in any manner, then their authorization / empanelment will get cancelled / terminated immediately or after the completion of ongoing batch. No joint venture or consortium or association is permissible unless otherwise explicitly allowed as per Scheme guidelines.

6) We will always follow the guidelines, notifications, instructions and process and cost norms of Bihar Skill Development Mission (BSDM) as applicable and as will be modified and issued time to time by BSDM with respect to establishment and operations of our skill development center/s (SDC/s).

- 7) Skill development centre/s will not be allowed to share center personnel.
- 8) The organization needs to ensure that all its employed personnel by whatever name called are paid remunerations in compliance to the minimum wage rates prescribed for the "skilled" manpower category as notified and revised from time to time by Labour Resources Department, Government of Bihar. Information is available on "<https://state.bihar.gov.in/labour>".
- 9) The change of center address will have to be made only after prior approval of BSDM and as BSDM prescribed guidelines as amended time to time.

10) BSDM has the right:

- a. to modify the terms and conditions of the Center Registration/Renewal Process without any prior notice and BSDM shall not be liable to anyone for any such modification/s;
- b. of granting/rejecting registration/renewal application of any applicant/s, without assigning any reason/s whatsoever to anyone.

11) We the organization/SDC:

- a. are responsible for maintaining the confidentiality of the password and login account given by BSDM and fully responsible for all activities that occur thereunder;
- b. shall abide by the various Rules, Regulations, Code of Conduct, Guidelines, Communications, Norms issued and specified by BSDM from time to time.
- c. are responsible for maintaining the confidentiality of the profile data of trainees registered with us.

12) RELATIONSHIP: We agree and understand that the relationship and all the dealings between us and BSDM are on "Principal-to-Principal" basis and that neither party shall claim, represent nor hold out to be an agent of the other in any manner whatsoever. The persons engaged/hired by the organization for its skill development center/s, will not be treated as the employees of BSDM but will be the employees of the organization and all the liabilities, statutory or otherwise, on account of the said employees will be that of the organization. Under any circumstances, the employees of the organization shall not be entitled to claim

permanency and / or any benefits as an employee of BSDM.

13) We shall perform the Services and carry out our obligations for running skill development center/s under BSDM with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.

14) That except with the prior written consent of the BSDM, the organization and their Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of running skill development center/s.

15) The organization shall keep accurate and systematic accounts and records in respect of the skill development centers and in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from the BSDM. The organization has to keep utilization certificates with respect to funds received from the BSDM and has to submit the same as and when required by BSDM.

16) That the organization shall not receive any income in connection with the skill development centers/program except as provided for by the BSDM/Concerned Funding Department or entity and unless specifically authorized by the BSDM. The organization shall not engage in any training activities other than BSDM skill development program at its BSDM empanelled skill development center/s except with the prior approval of BSDM.

17) That the organization shall not take any other fees (apart from the stipulated refundable security deposit which the organization will collect on behalf of BSDM) from the candidates under any pretext for the training being conducted under the BSDM Program.

18) That the organization will run the batches in continuity.

19) That the organization undertakes to ensure un interrupted power/ electricity for

the conduct of training to such skill development center/s and will keep in place appropriate safety measures for the safety of the candidates, personnel deployed there in, the available infrastructures and will be solely responsible for their safe being. In respect of all the safety measures and provisions to be required at skill development centers, the organization shall at its own expenses arrange for all the safety provisions as per the applicable laws in force.

20) Intellectual Property Right: We understand that Intellectual Property in the context of BSDM program shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of the BSDM skill development program. Intellectual Property also includes Course name, Course material, content, methodology, assignments, question papers, educational and promotional content, whether in printed or in electronic, digital or any other format and all business data generated during the period of skill development center operations.

21) Since the software frameworks is developed by the BSDM or its selected agency, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and the design, look and feel, are explicit Intellectual Property of BSDM or its selected agency only. Any third-party components licensed by BSDM or its selected agency, if any, shall remain the property of those respective third-parties;

22) All such intellectual property rights are the exclusive intellectual property of BSDM or its selected agency and also other models which may be conceived, developed and shared by BSDM or its selected agency from time to time.

23) The BSDM or its selected agency owns and/or is authorized to grant, for the purposes of this empanelment certain rights in and to the eLearning Content, methodology, assignments, Portal functionalities question papers, etc. provided, if any.

24) The Student or other data collected in course of running of skill development

centers shall be the property of BSDM.

25) We hereby undertake to inform the BSDM of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, we, agree to cooperate with the BSDM to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

26) Upon expiration or termination of skill development centers empanelment/allotment, whichever is earlier, we agree that-

- We shall not make any claim on the Trade Name, Trade Marks, Service Marks, Logo, etc. of the BSDM nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the BSDM,
- We shall desist from using the trade names, marks, stationery or other documentation issued by the BSDM embodying the intellectual property of the BSDM.

27) All the disputes or differences shall be referred to the courts in Patna, which shall be the courts having the exclusive jurisdiction to entertain and try the same.

32) The CEO, BSDM will have the right to issue modification or to amend or to relax any or all norms either generally or particularly.

28) The CEO, BSDM will have the right to accept or reject any such registration/renewal application without assigning any reason thereof and no applicant shall have any cause of action or claim against the BSDM for the same. The decision of CEO, BSDM with respect to such approval or rejection will be final and conclusive in this regard.

APPENDICES

APPENDIX – I

Format – Covering Letter

To,

The Chief Executive Officer
Bihar Skill Development Mission

Dear Madam/Sir,

Subject: Selection of training partner for establish, operate and maintain the Mega Skill Training Centre in Bihar

This is in response to the RFP issued by the Bihar Skill Development Mission (Ref No.) dated

We (*Name of the Bidder*) are keen to get selected for the project and hereby express our interest in being considered for the same under Type 1 / Type 2 (*Choose one*)

We hereby confirm that:

1. The RFP is being submitted by which is the "Bidder" for the Sector in accordance with the conditions stipulated in the RFP. Our preference of districts for establishment of Mega Skill Training Centre are as below:

- i. District 1: _____
- ii. District 2: _____
- iii. District 3: _____

List of Sectors and Courses Proposed: (add Rows, if required)

SN	Sector	Courses

2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by BSDM and in any subsequent communication sent by BSDM. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from BSDM.
3. The information submitted in our RFP is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP. We acknowledge that BSDM will be relying on the information provided in the RFP and the documents accompanying such RFP for Selection of private partner for establish, operate and maintain the Mega Skill Training Centre in Bihar and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such RFP are true copies of their respective originals.
4. We acknowledge the right of BSDM to reject our RFP without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.
6. This RFP is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
7. We understand that any work sanctioned in pursuance to the bidding process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
8. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized Representative and Signatory)

Note:

The Covering Letter is to be submitted by Authorized Signatory on the organisation's letterhead with his/her signature and seal.

APPENDIX – II

Affidavit for not being blacklisted on Rs. 100 Stamp Paper

(Affidavit on non-judicial stamp paper by Authorized Signatory of the Bidder with his/her signature and company seal)

AFFIDAVIT

I/We, on behalf of(*Name of Bidder*), with its registered office at do hereby declare that the above-mentioned Bidder has not been blacklisted/ debarred by any State/Central Government authority / Donor Agency.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

APPENDIX – III

Format – Bidder's Details

*(To be provided by Authorized Signatory on Letterhead
with his/her signature and company seal)*

S. No.	Description	Details	Document at Page No.
1.	Name of Legal Entity		
2.	Status / Constitution of the Bidder		
3.	Name of Registering Authority		
4.	Registration Number		
5.	Date of Registration		
6.	Place of Registration		
7.	PAN Card Number		

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

Note: Copy of appropriate registration / incorporation certificate along with a copy of PAN card should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table.

APPENDIX – IV

Format – Technical Capability Statement

(To be certified by a Chartered Accountant)

Skill Development Training in past 3 financial years in the sector for which this proposal is submitted:

Sector applied for: _____

S N o.	Financial Year	Sectors	Number of Trainees for whom skill training has been completed
1.	2017-18		
2.	2018-19		
3.	2019-20		
Average			

Signature and Seal of Chartered Accountant

Bidders should take care while giving above details. BSDM may checked the above details for accuracy and any false information will attract outright rejection of Bid.

Note:

The onus of providing adequate and verifiable supporting evidence (of numbers of trainees trained and placed) lies upon the Bidder. Detailed candidate-wise data may have to be provided, if required. Supporting evidence must be provided as below

1. Original Certificate by a Chartered Accountant stating the number of trainees for whom skill training has been completed by the Bidder as per the conditions stated in the note under Clause 3.3.4.

And

2. Self-attested copies of any of the following: Work Order for each programme accompanied by Certificate of Completion / Proof of Final Payment from Government bodies indicating the number of candidates trained in the sector; Printouts of verifiable information from Government MIS systems showing number of candidates trained

APPENDIX – V

Format –Financial Capability Statement

(To be certified by a Chartered Accountant)

On the basis of audited financial statements, I/We hereby submit that
(Name of Bidder), having registered office at....., has
annual turnover and net worth in past three consecutive financial years, as follows:

S. No.	Financial Year	Annual Turnover (Rs. Lakhs)	Net worth (Rs. Lakhs)
1.	2017-18		
2.	2018-19		
3.	2019-20		
TOTAL			
AVERAGE			

Signature and Seal of Chartered Accountant

Note:

1. Bidder is required to submit the audited financial statements for the past three years (2017-18, 2018-19 and 2019-20).
2. All supporting documents should be duly certified by a Chartered Accountant
3. Supporting definitions:
 - Turnover: Revenue net of any taxes and duties payable.
 - Net worth = Paid Up Equity share capital (excluding share capital allotted for consideration other than cash) + Free Reserves and Surplus (excluding revaluation reserves) – Deferred Revenue Expenditure/ Miscellaneous Expenditure not written off – Debit Balance in Profit and Loss Account – Cross holding of investments amongst consortium members in case of a consortium.

APPENDIX – VI

Format – Additional Information

Bidder’s understanding of Skill Development and Skill Training

.....
.....
.....
.....

Bidder’s approach & methodology for Skill Training & Delivery (including Mobilization, Training Delivery, Quality Assurance)

.....
.....
.....
.....

Bidder’s experience and strength in securing placement for trainees

.....
.....
.....
.....

Available Trainer details (all-India)

S.N.	Description	Details
1.	No. of permanent trainers, along with their sector(s) of expertise	
2.	No. of contractual trainers, along with their sector(s) of expertise	
3.	No. of trainers trained and certified by any Sector Skill Council, along with their sector(s) of expertise	
4.	Qualifications of Permanent Faculty	

Additional details

(Bidder may use this space *to highlight experience of working with various beneficiary groups*)

Experience in training candidates belonging to Scheduled Castes and Scheduled Tribes, if any	
Experience in training candidates belonging to Primitive Tribes, if any	
Experience in training women candidates	
Experience in training illiterate candidates, if any	
Experience in training Persons with Disabilities, if any	

Bidders should take care while giving above details. BSDM may checked the above details for accuracy and any false information will attract outright rejection of Bid.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

APPENDIX – VII

Format – Power of Attorney in favour of Authorized Signatory

(On Non-Judicial Stamp Paper of appropriate value and duly notarized)

This is to authorise Mr./Ms. _____
son/daughter/wife of _____ and presently residing at _____

who is presently employed with us and/or holding the position of _____,
for doing in our name and signing on our behalf all such acts, deeds and things as are
required in connection with submission of our bid for "Selection of private partner for
establish, operate and maintain the Mega Skill Training Centre in Bihar "including but not
limited to signing and submission of all applications, bids and other documents,
participating in Bidders' conferences and providing information / responses to Bihar Skill
Development Mission (BSDM), representing us in all matters before BSDM or concerned
Authority, signing and execution of all contracts including the Agreement and undertakings
consequent to acceptance of our bid, and generally dealing with the Authority in all matters
in connection with or relating to or arising out of our bid for the said Project and/or upon
award thereof to us and/or till the entering into of the Agreement with BSDM.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____
DAY OF _____, 2021_.

Signed on behalf of _____

(Signature)
(Name, Title and Address)

Accepted

(Signature)
(Name, Title and Address)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX – VII

Power of Attorney for Lead Member of Consortium

(On Non-Judicial Stamp Paper of appropriate value and duly notarized)

This power of attorney is made on this the [PLEASE INSERT DATE] day of [PLEASE INSERT MONTH], [PLEASE INSERT YEAR].

We, [PLEASE INSERT NAME OF THE NON-LEAD MEMBER] of [PLEASE INSERT ADDRESS OF THE NON-LEAD MEMBER] do hereby appoint and authorize [PLEASE INSERT NAME OF THE LEAD MEMBER] of [PLEASE INSERT ADDRESS OF THE LEAD MEMBER] to represent the Consortium in all matters in relation to provide information and respond to inquiries etc. as may be required by the Authority, the Bihar Skill Development Mission in connection with the Establish, Operate & Maintain Mega Skill Training Centres in Bihar in line with the terms and conditions as provided in the RFP (hereinafter referred to as the "Project"). The Lead Member is further authorized to conduct all business in relation to the bidding process for and on behalf of the Non-Lead Member, during the Bidding Process and in the event that the Consortium is awarded the Project, during the finalization of the Concession Agreement. Furthermore, the Lead Member is hereby authorized to sign and file relevant documents in connection with any and all matters related to the preparation and submission of the Proposal in response to the RFP and do all or any of such acts, deeds or things as are necessary or required or incidental to the preparation and submission of the Proposal for the Project. The Lead Member is further authorized to sign and execute any contracts and undertakings consequent to acceptance of our Proposal, and generally to deal with the Authority, for and on behalf of the Consortium, in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof.

AND

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by the said Lead Member pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the said Lead Member in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the Consortium.

IN WITNESS WHEREOF WE DO HEREBY PUT OUR SIGNATURE ON THE DAY, MONTH AND YEAR MENTIONED HEREIN ABOVE.

(Non-Lead Member signature)

Name:

Accepted

(Signature of Lead Member)
(Name, Title and Address)

Witness: 1. _____ 2. _____

Name:

Name:

Address:

Address:

(Please fill in name and address of the witness)

(Please fill in name and address of the witness)

Notes:

- *To be provided only in case of Consortium. This Power of Attorney shall be provided (either individually or jointly) by all the Non-Lead Members nominating the Lead Member of the Consortium).*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX – IX
Consortium Bidding Agreement

(On Non-Judicial Stamp Paper of appropriate value and duly notarized)

This Consortium Bidding Agreement (hereinafter referred to as the "Agreement") is entered into on this the [PLEASE INSERT DAY] day of [PLEASE INSERT MONTH], [PLEASE INSERT YEAR].

BETWEEN

1. [NAME OF ENTITY], a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company incorporated under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the "First Party" and/or the "Lead Member", as used interchangeably, which expression shall, unless repugnant to the context include its successors, permitted assigns and legal representatives)¹.

AND

2. [NAME OF ENTITY], Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company incorporated under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors, permitted assigns and legal representatives).

Each of the First Party and Second Party, are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- (A) The Bihar Skill Development Mission, Labour Resources Department, under the Government of Bihar (hereinafter referred to as the "Authority") has invited bids (hereinafter referred to as the "Proposal") in response to its Request for Proposal No. [] dated [] (hereinafter referred to as the "RFP") for

selection of the Training Partner to Establish, Operate, & Maintain Mega Skill Training Centres in Bihar (hereinafter referred to as the "Project").

- (B) The Parties are interested in jointly bidding for the Project as Consortium Members and in accordance with the terms and conditions of the RFP document and other bid documents issued by the Authority in respect of the Project, and
- (C) It is a necessary condition under the RFP document for the Consortium Members to enter into this Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. RELATIONSHIP OF THE PARTIES

- 2.1. The purpose of this Agreement is to establish and record terms to govern the relationships of the Parties with each other. The Parties do hereby irrevocably constitute a Consortium for the purposes of jointly participating in the bidding process for the Project.
- 2.2. The Parties agree to cooperate with each other in the negotiation, preparation and submission of the Proposal and in the event that they are awarded the Project, in the preparation, finalization and execution of the Agreement, if any, on the terms set out in this Agreement.
- 2.3. Nothing contained in this Agreement is intended to create a partnership or any other separate legal or corporate entity.
- 2.4. The Parties hereby undertake that in the event the Consortium is declared as the Preferred Bidder and awarded the Project, it may also be required to register the consortium as per applicable laws for the delivery of the Project in accordance with the terms and conditions of the RFP.

3. TERM OF THIS AGREEMENT

This Agreement will commence from the date of execution and shall be valid until the formation of SPV, if any or till the project period. However, in the event that the Consortium is not selected as the Preferred Bidder for the Project, this Agreement will stand terminated in accordance with Clause 9 of this Agreement.

4. EXCLUSIVITY

For a particular Sector, no Party shall directly or indirectly, except as part of the Consortium, alone or with any third party prepare or submit, or participate in the preparation or submission of, any other Proposal in response to the RFP (as applicable).

5. ROLES AND RESPONSIBILITIES OF THE PARTIES

- 5.1. The Parties hereby undertake to perform the roles and responsibilities as described herein below:

- (a) The Parties hereby acknowledge that the First Party shall be the Lead Member of the Consortium and shall have the authority to conduct all business in relation to the bidding process for and on behalf of any and all the Consortium Members during the bidding process and in the event that the Consortium is awarded the Project, during the preparation, finalization and execution of the Consortium. The Lead Member shall be authorized pursuant to a Power of Attorney provided by all other Parties (i.e. the Non-Lead Members) to conduct all business and to sign and file relevant documents in connection to the bidding process for and on behalf of the Consortium and represent and irrevocably bind all other Consortium Members in all matters connected to the bidding process. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the First Party/Lead Member are:

- 1.
- 2.
- 3.

- (b) The Second Party and Third Party (Other Parties) shall be the <technical/financial/operation and maintenance/any other> [please mention] member of the Consortium. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the other parties are:

- 1.
- 2.
- 3.

6. JOINT AND SEVERAL LIABILITY

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, if any executed with the BSDM, until such time that the Agreement is terminated pursuant to Clause 9.

7. SHAREHOLDING IN THE Consortium/SPV

- 7.1. The Parties agree that in the event that the Consortium is awarded the Project, the proportion of shareholding among the Parties in the SPV, if any or under this consortium shall be as follows:

First Party: [PLEASE INSERT SHAREHOLDING OF LEAD MEMBER] (minimum 50% of the total Equity in the SPV)

Second and Third Party: [PLEASE INSERT SHAREHOLDING OF SECOND PARTY] (maximum 50% of the total Equity in the SPV)

- 7.2. The lead member shall hold, directly or indirectly, at least 50% (fifty percent) of the total Equity in the SPV throughout the Project Period. Other members of the Consortium shall hold rest 50% (fifty percent) of the total Equity in the SPV.

8. REPRESENTATION AND WARRANTIES

1.1. Each Party represents to the other Parties as of the date of this Agreement that:

- a) It is duly organized, validly existing and in good standing under the laws of the country of its incorporation/formation and has the requisite powers and authority to enter into this Agreement.
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the memorandum and articles of association and/or board resolution/ power of attorney authorizing the legal representatives of the Party to execute this Agreement on behalf of the Party is annexed to this Agreement.
- c) The execution, delivery and performance by such Party of this Agreement will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which it is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened against it to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- e) Each Party warrants that it has the necessary resources, licenses and permits for the information contained in the Proposal and the delivery of services and deliverables contemplated or that will be contemplated in the Concession Agreement.

9. TERMINATION

9.1. In the event that the Consortium is not awarded the Project or in case of cancellation of the bidding process by the Authority, this Agreement shall automatically come to

an end and the Consortium shall consequently be dissolved, subject to each Party duly completing or performing its pending obligations, if any.

9.2. In the event that the Consortium is awarded the Project, this Agreement shall terminate upon formation of the SPV, if any or will continue to have validity till project period in absence of formation of a SPV.

9.3. Except as provided in Clause 9.1 and 9.2 above, the Parties shall not terminate this Agreement without the prior written approval of the Authority.

10. VALID AND BINDING OBLIGATION

10.1. Each of the Parties agree that this Agreement constitutes a valid and binding obligation upon the Parties concerned and is enforceable against each of them in accordance with the terms and conditions herein contained.

10.2. Unless otherwise agreed, each of the Parties agree that in case of a successful bid, all Parties shall be jointly and severally liable for the execution of the agreement/project with the Authority, in accordance with the terms and conditions of this RFP and as contained therein.

11. COSTS

11.1. The Parties agree that each Party will bear its own costs arising out of this Agreement, except as maybe agreed otherwise in writing.

12. CONFIDENTIALITY AND NON-DISCLOSURE

12.1. The Parties agree that they will keep confidential and will not disclose to any third parties, firms, corporations or others, this Agreement, or any of the terms of this Agreement, provided that either Party may disclose the information pursuant to the process or otherwise required by other applicable laws including any directions from government agencies, central bank etc., in which case the Party that has been requested to provide the information shall notify the other Parties of such request, so that the other Parties may object to such production, or take any other action they deem necessary and appropriate.

13. NOTICE

13.1. All notices or processes among the Consortium Members, relating to this Agreement, shall be valid and effective if sent by [PLEASE INSERT THE MODE OF COMMUNICATION (E.G. LETTER/E-MAIL)] to the respective addresses as provided herein below.

For the First Party/ Lead Member: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE FIRST PARTY]

For the Second Party: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE SECOND PARTY]

14. MISCELLANEOUS

14.1. This Agreement shall be governed by laws of India.

14.2. The Parties acknowledge and accept that this Agreement shall not be amended or modified by the Parties without the prior written approval of the Authority.

- 14.3. The Parties further acknowledge and accept that no change in the composition of the Consortium shall be permitted from the time of issue of the LoA and up to the project period, without the prior written approval of the Authority which will be in its absolute discretion.
- 14.4. Moreover, the Parties acknowledge that approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 14.5. The Parties further acknowledge and accept that any change in the composition of the Consortium other than as set out above, shall lead to the rejection of their Proposal.
- 14.6. No failure or delay on the part of any Party to this Agreement to exercise any right or remedy under this Agreement and/or no indulgence granted by any one Party to the other will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy.
- 14.7. Each Party agrees to execute, do and procure all other persons, if any, to execute and do all such further deeds, assurances, acts and things as may reasonably be necessary so that full effect may be given to the terms and conditions of this Agreement.
- 14.8. If a provision of this Agreement is found to be illegal, invalid or unenforceable:
 - (a) it is to be read down or severed to the extent of the illegality, invalidity or unenforceability;
 - (b) the Parties shall negotiate in good faith amendments to this Agreement to include, to the extent possible, legal, valid and enforceable provisions to give effect to the intent of the Parties under the illegal, invalid or unenforceable provision.
- 14.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF THE PARTIES NAMED ABOVE HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST MENTIONED ABOVE.

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST PARTY (LEAD MEMBER)

(Signature)

(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Other PARTIES

(Signature)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Please fill in the details of the Lead Member) (Please fill in the details of the Other Parties)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

In the presence of:

1. _____

2. _____

(Please insert names of the witness)

(Signature of the witness)

Note:

- *This Agreement to be executed on non-judicial stamp paper appropriate value or any other legally equivalent document as permissible under the laws of the respective country where any one Consortium Member is domiciled.*
- *It is to be noted that a Consortium cannot have more than three (3) Consortium Members (including the Lead Member).*

Annexure: I

List of Sector and Courses:

SN	Sector Name	Job Role Name
1	Aerospace & Aviation	Aircraft Instrument Technician
2	Aerospace & Aviation	Aircraft Powerplant Technician
3	Aerospace & Aviation	Airline Cabin Crew
4	Aerospace & Aviation	Airline First Officer
5	Aerospace & Aviation	Propeller Technician
6	Aerospace & Aviation	Technical Services Engineer
7	Agriculture	Agriculture Machinery Repair and Maintenance Service Provider
8	Agriculture	Agriculture Machinery Repair and Maintenance Service Provider
9	Agriculture	Aqua Culture Technician
10	Agriculture	Aqua Culture Worker
11	Agriculture	Artificial Insemination Technician
12	Agriculture	Cold Storage Manager
13	Agriculture	Cold Storage Supervisor
14	Agriculture	Hydroponics Technician
15	Agriculture	Pearl culture technician
16	Agriculture	Roof Top Gardener
17	Agriculture	Soil & Water Testing Lab Analyst
18	Agriculture	Soil & Water Testing Lab Assistant
19	Agriculture	Veterinary Field Assistant
20	Apparel	Advance Pattern Maker (CAD/CAM)
21	Apparel	Assistant Fashion Designer
22	Automotive	Automation Specialist
23	Automotive	Automotive Electrician Level 4
24	Automotive	Automotive Engine Repair Technician
25	Automotive	Automotive Service Technician Level 4
26	Automotive	CNC Operator / Machining Technician L3
27	Automotive	CNC Operator / Machining Technician L4
28	Automotive	Commercial Executive / Officer
29	Automotive	Computer Aided Engineering - Test Executive
30	Automotive	Plastic Moulding Operator/Technician
31	Automotive	Plastic Moulding Shift-In-Charge
32	Automotive	Plastic Moulding Supervisor
33	Automotive	Repair Painter- Auto body L 3
34	Automotive	Repair Painter Auto body L 4
35	Capital Goods	Draughtsman – Mechanical
36	Capital Goods	Flux Cored Arc Welder (Semi- Automatic)
37	Capital Goods	Metal Inert Gas / Metal Active Gas /Gas Metal Arc Welder (MIG/MAG/GMAW)

SN	Sector Name	Job Role Name
38	Capital Goods	Painting Technician (Spray Painting)
39	Capital Goods	Tool and Die Maker
40	Capital Goods	Tungsten Inert Gas Welder Level 5
41	Construction	Assistant Electrician
42	Construction	Foreman- False Ceiling and Drywall Installation
43	Construction	Foreman Reinforcement
44	Construction	Quality Technician
45	Construction	Senior Lineman Distribution
46	Construction	Technician - Prestress
47	Electronics & Hardware	Drone Service Technician
48	Electronics & Hardware	Field Technician - Networking and Storage
49	Electronics & Hardware	Solar LED Technician
50	Electronics & Hardware	Solar Panel Installation Technician
51	Electronics & Hardware	Solar Panel Installation Technician
52	Electronics & Hardware	Solar PV System Installation Engineer
53	Food Processing	Food Regulatory Affairs Manager
54	Food Processing	Fruit Pulp Processing Technician
55	Food Processing	Fruit Ripening Technician
56	Green Jobs	CMS Engineer - Wind Power Plant
57	Green Jobs	Rooftop Solar Grid Engineer
58	Green Jobs	Rooftop Solar PV Entrepreneur
59	Green Jobs	Solar PV Installer - Civil
60	Green Jobs	Solar PV Installer - Electrical
61	Green Jobs	Solar PV Installer (Suryamitra)
62	Green Jobs	Wastewater Treatment Plant Technician
63	Handicrafts & Carpets	Modeller (Ceramics)
64	Healthcare	Emergency Medical Technician - Basic
65	Healthcare	Front Line Health Worker
66	Healthcare	General Duty Assistant
67	Healthcare	Medical Equipment Technician (Basic Clinical Equipment)
68	Healthcare	Phlebotomy Technician
69	Hydrocarbons	Assistant Technician-Drilling (Oil & Gas)
70	Hydrocarbons	Assistant Technician-Production (Oil & Gas)
71	Hydrocarbons	Pipe Fitter – City Gas Distribution
72	Hydrocarbons	Pipe Fitter (Oil & Gas)
73	IASC (Instrumentation, Automation, Surveillance and Communication)	Cabling Technician
74	IASC (Instrumentation, Automation, Surveillance and Communication)	Installer - Additive Manufacturing (3D Printing)
75	IASC (Instrumentation, Automation, Surveillance and Communication)	Instrumentation Technician (Control Valves)

SN	Sector Name	Job Role Name
76	Iron & Steel	Fitter : Levelling , Alignment and Balancing
77	IT-ITeS	Engineer-Technical Support(Level 1)
78	IT-ITES	Junior Software Developer
79	IT-ITES	Technical Support Engineer
80	Mining	Geospatial Surveyor
81	Power	Assistant Technician -Street Light Installation & Maintenance
82	Power	Consumer Energy Meter Technician
83	Power	High End learning in Power and Solar Area
84	Rubber	Machine Operator & Programmer – CNC Lathe
85	Rubber	Machine Operator & Programmer – CNC Milling
86	Telecom	Fiber to the Home (FTTH/X) Installer
87	Telecom	Outside Plant Fiber Installation, Testing and Commissioning Supervisor
88	Telecom	Telecom Technician - IoT Device/System (Installation & M2M Communication Setup)
89	Textiles & Handlooms	Fitter - Auto loom Weaving Machine
90	Textiles & Handlooms	Fitter - Shuttleless Weaving Machine: Rapier