

REQUEST FOR PROPOSAL

FOR

Selection of Agency for Establishing, Operating and Maintenance of Migration Counselling Cum Registration Center/s (MCRCs) for Bihar Skill Development Mission (BSDM)



RFP No: BSDM/06/2021-2022

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/06/2021-2022

Date-

Additional Chief Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Two Bid System) from reputed and experienced Agencies **for Establishing, Operating and Maintenance of 20 Migration Counselling Cum Registration Center/s (MCRCs) of which 10 MCRCs will be opened within Bihar and 10 MCRCs will be opened outside Bihar at various specified locations (industrial hubs) for Bihar Skill Development Mission (BSDM).**

With a view to provide crucial services to strengthen the support services to the migrants from Bihar under the BSDM's programs, it is proposed to empanel services of reputed, professional and competent organizations for Establishing (including space, infrastructure & office set-up), Operating and Maintenance of Migration Counselling Cum Registration Center/s.

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/-** (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 or 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 12.08.2021 (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**. **The Evaluation of Bids will be under Least Cost System**. 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**



बिहार सरकार

Bihar Skill Development Mission

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	11.08.2021 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 12.08.2021. 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> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

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

e-Tendering Process Related Instructions.

Submission of Proposals Through electronic mode only:

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

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

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

1. Disclaimer

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

2. Brief background of BSDM:

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

Objectives of the Mission:

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

3. Sankalp Scheme:

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

3.2 Background

Movement of persons from one State to another is voluminous in India due to various factors like lack of employment opportunities in native place, search for better employment opportunities, search for good health and educational facilities or marriage in case of females. The Inter-state labour mobility averaged 5-6.5 million people between 2001 and 2011, yielding an inter-state migrant population of about 60 million and an inter-district migration as high as 80 million. The Economic Survey of India 2017 estimates that the magnitude of inter-state migration in India was close to 9 million annually between 2011 and 2016, while Census 2011 pegs the total number of internal migrants in the country (accounting for inter- and intra-state movement) at a staggering 139 million. Bihar, along with Uttar Pradesh, is one of the biggest source state.

Within the country, Bihar has a history of large population migrating to other parts of the country/world due to lack of industries and economic opportunities, high unemployment, frequent floods & draught across the state, possibility of enhancing income etc. Bihar being an agrarian state is worst affected by climatic Disaster like heavy flood in some region of north Bihar and draught in south Bihar. These climatic disasters results in lack of agricultural jobs and low industrial growth with large youth base resulting in distress migration in search of job opportunities.

As per NSSO 64th round data, main reason of male out-migration from Bihar is economic or employment related. Around 30.7 per cent of the total out migrants moved to search an employment, as they were not in employment at the place of origin whereas around 23.8 per cent of entire male out-migrants left their place of origin to get a better employment than their previous employment. Moreover, 34.3 per cent of male out-migrants moved when they got an offer of employment or better employment at place of destination. Also as per NSSO data, female out-migration is heavily depending upon either the migration of parent or earning member of the family (61.1 per cent) or marriage (29.1 per cent).

3.3 The Objective

Bihar Skill Development Mission in its pursuit of creating an efficient Skills ecosystem has observed that a perennial challenge being faced is the really low percentage of placement opportunities acceptance and eventual retention in the job in spite of placements being the eventual objective of all domain/core skilling endeavours. On account of the limited availability of employment opportunities in the State of Bihar, a lot of the placement opportunities coming up are outside the state and require the skilled candidates to migrate to various outside state location. As observed a major hindrance in accepting such opportunities or continuing in such opportunities for a substantial period of time is the unwillingness of the candidates to migrate on account of various uncertainty factors such as:

- Social security
- Social acceptance
- Livelihood generation
- Lack of knowledge of the destinations geographical and demographic fabric
- The uncertainty around the possibility of moving families
- The fear of exploitation etc.

Thus a paradoxical situation has arose where the industry complains about there not being enough skilled workforce in spite of job opportunities being abundant whereas on the supply side there is a rampant rise in post skilling unemployment.

Bihar Skill Development Mission (BSDM), Department of Labour Resources, Government of Bihar in order to mitigate such concerns, bolster and facilitate the candidates to make an informed and supported migration, proposes to set-up Migration Counselling cum Registration Centre (MCRCs) to provide migrants from the state of Bihar to other states and districts, counselling services, identity documentation services, accommodation assistance, better job opportunities, post placement support, healthcare services, social/welfare entitlements, banking services, remittance etc. and function for addressing all such sensitive issues of state migrants on time.

The objective of setting up the MCRCs are as follows:

1. To guide migrants about accommodation and other logistical issues being faced by job aspirants moving from Bihar to other states
2. To inform migrants about labour laws, social security and entitlement related issues being faced by job aspirants with their respective employers after migrating to destination locations
3. To facilitate migrants in emergency situation and providing remedial support in situations like accidents, casualties etc. at work place through liaison with the local administration of the destination place as well as the Govt. of Bihar.

Though the MCRCs have primarily been envisaged to facilitate the skilled manpower migration but its scope will not be limited to the skilled manpower migration only and will encompass facilitation / support to migrants from all categories of migrants (from Bihar) working age people such as Blue Collared, Grey Collared or even White collared.

3.4 Key Challenges faced by migrants

1. The migrants face a large number of challenges at destination due to unknown region and opportunistic indifference treatment at work place and also denial of critical welfare entitlements.
2. Migrant face lot of issues in establishing their identity in the new cities due to lack of verifiable documents/proof. The lack of verifiable proof of identity bars them from accessing basic facilities such as rental accommodation, health services etc. This in many cases leads to harassment at the hands of authorities.
3. Being new to the cities, migrants suffer from lack of information and struggle to navigate their course in the city. The extended support during the initial period help migrants in settlement in the new environment.

4. Migration destinations are characterized with denial or limited basic services such as shelter, sanitation and access to water. Unsafe working conditions and unhygienic living conditions takes a toll on their health causing occupational health issues.
5. Throughout India internal migration is characterized by poor recruitment practice. Since contractor is involved in most of the recruitment process, migrant worker get less wages/salary. Also due to sharing of half/inadequate information by contractors (or sub-contractors) and poor documentation makes it difficult to fix accountability at work place.
6. Job aspirants placed through recruitment drives/job fairs/placement activities in different skilling intervention do not continue for longer period of time with employers outside Bihar due to cultural shock and initial teething problems during settlements and thus overall conversion ratio from skilled candidates to employed candidates drastically reduces.
7. Migrants limited or lack of access to urban or local labour markets in the destination city restricts their ability to find suitable jobs in case of loss of job or need for growth in career and income. Moreover, the informal economy thrives on the inability of migrant workers to demand decent work conditions or find other jobs.
8. Personal and professional growth of migrants over a period of time is negatively affected due to their inability to identify or obtain skill up-gradation and thus becomes redundant in the market place. This leads to stagnation in career progression and in many cases further leads to return to native place.
9. Their access to banking and financial services is compromised as they are unable to produce the required proof of identity and residence at a new location.
10. Migrants lose access to basic welfare entitlements such as subsidized food (PDS), health benefits etc. with a change in location. In families moving as a unit, children suffer most as their access to education and basic healthcare is severely affected.
11. The educational standards of most of the migrants are low and earn subsistence wages. As a result they are prone to payment frauds and abuse.
12. They are engaged in risky, hazardous occupations but rarely have access to welfare benefits such as insurance or pension.
13. Several migrants enter the labour market at an early age (due distress migration) with limited education and Skills. Hard manual labour for 12-14 hours a day coupled with lack of access to welfare entitlements such as health benefits, subsidized foods etc.
14. Families of migrants which are left-behind faces lot of issues and has to struggle in terms of increased workload and lack of knowledge about government schemes to list a few.
15. The migrant face extreme hardship during transit between the source & destination. There are countless instances of Bihari migrants facing harassment & exploitation at railway stations, where they queue up for space in the general compartments, travel at the mercy of railway officials/police and are robbed of their hard earning while returning home specially during festivals.

3.5 Role of Migration Counselling cum Registration Centre (MCRCs)

Migration Counselling cum Registration Centre (MCRC) is envisaged as a walk-in resource centre for migrants from Bihar to guide/inform/facilitate/address the challenges being faced by intra and inter-state migrants in Bihar by rendering crucial support services. This would also assist the candidates trained under Bihar Skill Development Mission (BSDM) and looking for jobs in various cities & districts in India and also up-Skilling of migrant (from unskilled migrants to skilled migrants) in tune with requirements of the destination economies so that they (migrants) are better equipped with market-relevant skill with improved opportunities and decent employment at relatively higher wage/remuneration.

4. Key Tasks & Responsibilities of Project Management Consultant

- Office Establishment (Space and Set-up), Operation and Maintenance of MCRC set up in and outside Bihar.

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

5.1 Scope of the Assignment

The primary objective of this RFP is the empanelment of agency for set-up/establishment, operation and maintenance of **10 MCRCs in major cities (industrial hub) outside Bihar and 10 MCRCs at identified districts of Bihar** as per the norms and guidelines of BSDM till the end of the contract period. The role of MCRC shall be of a service provider and clientele would be people of Bihar.

5.1.1 The Indicative list of services to be provided by MCRCs-

- **Registration Services-** registration of people (in defined template through the software provided by BSDM) already migrated (at destination cities) or planning to migrate (at source). To provide information on all aspects of services at MCRC and provide Help-Line numbers (to migrant and their family members at source). The maintenance of MIS in sync with BSDM portal and ensure that information is shared with all relevant stakeholders of MCRC. Also MCRC service provider shall maintain case file document of migrants attached to the centre.

The registration details and data of the migrant workers, collected and maintained by the agency through its appointed personnel, will be sole and exclusive property of BSDM. The ownership of any data related to the various services under the purview of this project lies with BSDM only and cannot be used/claimed by the bidder or their personnel in any manner whatsoever. The selected bidder needs to ensure that complete data is available to BSDM in any format that may be required, throughout the project duration.

- **Pre-migration preparatory support-** counselling of youth on various skill development programmes, related job roles and opportunities post completion of these programmes, the job opportunities at the destination location, career progression etc.
- **Access to Placement Services-** MCRC service provider to identify placement opportunities for BSDM trainees & migrants of Bihar and build linkages with local industries, small and medium enterprises, local market etc.
- **Post placement counselling & support Services-** objective is to create a supporting environment for the migrant by providing information and services helping them settle in a new geographical location. Also provide information on appropriate link-up services for identity establishment, convenient housing, social & welfare entitlements, financial services, healthcare and other utility services etc.

- **Follow-up intervention** visits- MCRC service provider shall do follow-up intervention on the counselling done to ensure migrant's concern/issues are resolved.
- **Skill up-gradation**- provide information and enablement for up-skilling and education opportunities.
- **Organizing Workshop and Awareness Events**- MCRC service provider shall organize preventive health workshops and awareness events on first Aid methods, Cleanliness and hygiene, family planning and birth control, prevention of HIV/AIDS etc. Also to facilitate access to ESIC and enrolment in Government based health insurance services.
- **MCRC to provide inter-department or inter-institution liaison support as needed.**
- **MCRC service provider to coordinate with concerned Government Department, public/private companies etc. and support migrants in case of exigencies and work disputes.**
- **MCRC service provider to collect and share information on migration trends and skill set required in tune with the destination economies/market.**
- MCRC details like address, contact person name etc. must be displayed at prominent locations like railway station, bus stand in cities of MCRC location and other locations deemed suitable to the bidder or as directed/advised by BSDM.
- MCRC service provider shall undertake qualitative research amongst candidates and employers as follow-up to Post- Placement tracking.
- MCRC service provider to organize **Community building/recreational/solidarity activities** like Sporting events, celebrating festivals etc. at least 4 such events in a year.

5.1.2 Physical Infrastructure

- The MCRC should be conveniently located where it is easy for migrants to reach preferably close to public spot like Railway station/ main inter-city bus stand etc., which act as the main disembarkation point for trains/buses plying from Bihar.
- **For Grade A City, the proposed MCRC should be established within 30 KMs of the Main Railway Station of the City. Similarly, For Grade B City the proposed MCRC should be established within 10 KMs of the Main Railway Station of the City.**
- **The overall space for the MCRC shall be minimum 1000 sq. ft., which can be partitioned into waiting area, counselling area etc. and should be properly equipped with computers and furniture. Rent will be re-imbursed on Actual basis subject to pre-approval of proposed rent by BSDM. Copy of rent-agreement will have to be submitted to BSDM.**
- Office Establishment, Operation and Maintenance, Housekeeping, Electricity etc. of MCRC set up in and outside Bihar will be the responsibility of respective bidders and the bidder should accordingly quote their financial bids.

The major elements of the infrastructure (suggestive) are as follows-

5.1.2.1 The overall space for the MCRC shall be minimum 1000 sq. ft., which can be partitioned into waiting area, counselling area etc. and should be properly equipped with computers and furniture. It should have proper provision of fresh air ventilation, office furniture like tables, chairs and Notice board etc.

5.1.2.2 IT Infrastructure- should have 2 computers with licensed software, a printer with scanner, UPS, Bio-metric device for personnel attendance, CCTV camera, and broadband internet connection.

5.1.2.3 Landline Telephone connection (in case of any disruption in service alternate arrangements must be made immediately)

5.1.2.4 Two Clean washroom (each separate for men and women)

5.1.2.5 Adequate power back-up facility.

5.1.2.6 Safe drinking water

The Centre and rooms should be disabled friendly to the extent feasible. The MCRC could also plan to progressively enhance and upscale the facilities as well.

5.1.3 Name of Cities where MCRC is to be set-up

Sl. No.	Name of city (Outside Bihar)	Sl. No.	Name of District (Within Bihar)
1	Mumbai	11	Patna
2	Delhi NCR	12	Purnea
3	Guwahati	13	Bhagalpur
4	Bangalore	14	Madhubani
5	Hyderabad	15	Siwan
6	Kolkata	16	Darbhanga
7	Surat	17	Muzaffarpur
8	Pune	18	Samastipur
9	Ludhiana	19	Sitamarhi
10	Jaipur	20	Gaya

Note:

1. Bidder may choose to apply for one or more of above MCRC/s, though the financial bids will have to be submitted separately for each MCRC/s applied for. Financial Bids will be evaluated MCRCs wise. Conditional or combined financial bids will be out-right rejected. (Bidder should take care while submitting financial bid and should fill and submit financial bid/s of only those MCRC/s which the bidder is applying for)
2. Bidders will be responsible for Establishing (including space, infrastructure & office set-up), Operating and Maintenance of Migration Counselling Cum Registration Center/s. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by BSDM. The bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the bidder to fully meet all the requirements of the RFP.

3. Financial Bids will have to be submitted separately for each MCRC/s applied for. Also post opening of Financial Bids, BSDM may reject all financial bids received for a particular MCRC, if the quoted prices are too high and not acceptable to the BSDM because of Budget or other constraints. The decision of CEO, BSDM will be final and conclusive in this regard.

If during the course of execution of the project, any revisions or additions to the work are to be made to meet the goals of BSDM or this RFP, all such changes shall be carried out within the contract price only. However in case of substantial increase in scope of work, The CEO BSDM may decide to compensate the selected bidder and will decide the basis and amount.

6. Proposed Structure of MCRC- Manpower and Staffing

Each of the MCRC will be manned by a team of 4 resource persons (One Program Manager, Two Mobilizer/counsellor and One MIS-cum-Office Executive) looking after various functions of the centre.

The program manager would be in-charge of the coordination of all activities as well as reporting of work to BSDM.

For the overall strategic guidance to the project the MCRC team would require inputs and guidance from the senior management of the implementing organization.

The following table presents designation wise education, experience and key roles & responsibilities of the personnel to be deployed at MCRCs--

Number/ Designation	Qualification & Skills	Role & Responsibility
One Program Manager	<p>Educational Qualification-- Post graduate in Management/MSW/MBA /PGD in Rural Management from reputed academic institution with minimum 6 years of experience in handling similar assignments.</p> <p>Skills/Aptitude— Team management, Planning, Liaisoning skills, proficient in English, Hindi & local language of the state (of MCRC location), Documentation & reporting</p>	<ul style="list-style-type: none"> - Management, Coordination and operationalization of the centre's activities. - Liaison with state authorities/stakeholders in the Government, local authority, employers, banks, hospitals, etc. - Preparation of monthly activity calendar. - Organizing Workshops, capacity building activities for beneficiaries and also for team. - Engage with external resources and vendors for delivery of planned activities/key services. - Organizing monthly team meetings and monitoring of implementation. - Periodic (monthly, quarterly, annually) reporting of MCRC activities to BSDM.
	<p>Educational Qualification--</p>	<ul style="list-style-type: none"> - Undertake registration and Counselling of migrants on identity establishment, convenient housing, social &

<p>Two Mobilizer/ Counsellor</p>	<p>Post-Graduate with minimum 3 years of relevant experience. Certificate in counselling will be given additional marks in technical evaluation.</p> <p>Skills/Aptitude— Community mobilization & rapport building, proficient in English, Hindi & local language of the state (of MCRC location), able to work in team.</p>	<p>welfare entitlements, financial services, job roles and opportunities, safety at work place etc.</p> <ul style="list-style-type: none"> - Outreach, establishing contacts and rapport building with migrant and their families. - Awareness building on issues of migration and services at the community level. - Undertaking household listing exercise, Survey and data collection related to profiling of migrants and documentation on impact of services rendered. - Organizing labour meetings and sharing information on Labour laws (with the help of expert). - Responsible for day-to-day management of MCRC and execution of planned activities as per schedule. - Interaction with important stakeholders like bank officials, employers, Government officials etc. - Assistance to program manager in organizing workshops. - Follow-up intervention on the counselling done to ensure resolution of migrants issues. - Sharing of information with migrants on job opportunities/career progression post Skill up-gradation. - Organizing labour meetings (basis external stakeholder's feedback).
<p>One MIS-cum- Office Executive</p>	<p>Educational Qualification--</p> <p>Graduate with minimum 2 years of relevant experience. Candidate with KYP certification/any other IT sector job role certification under BSDM short term skilling courses/any other computer application related certificate (minimum 6 months course) will be given preference & additional marks in technical evaluation.</p> <p>Skills/Aptitude—</p>	<ul style="list-style-type: none"> - Management of MIS in sync with BSDM portal (including migrant registration databank) and sharing with senior management. - Administrative (including book keeping) and logistical support to MRC program team. - Management of all service related documentation at MCRC level. - Reception of migrants walking into the centre and maintaining required records (in defined format). - Handle calls on Help-Line. - Data entry of the surveys undertaken by the centre's team - Support MCRC team on calling for public or labour meetings, launch or disseminate information on new products and services and any action deemed suitable by the program manager. - Management of Offices assets and daily cleanliness.

	<p>Conversant in MS office, documentation, reporting, Office administration, proficient in English, Hindi & local language of the state (of MCRC location), minimum typing speed (in English & Hindi) of 30 words per minute.</p>	
--	---	--

7. General Conditions and Provisions

Definitions

- I. "BSDM" means Bihar Skill Development Mission
- II. "Client" means the implementing agency of SANKALP Scheme in State of Bihar i.e. the Bihar Skill Development Mission, a Society formed under Department of Labour Resources, Government of Bihar that signs the Contract for the Services with the selected Project Management Consultant.
- III. "Project Management Consultant/Bidder/Program Management Unit (PMU)" means the organization which is bidding for Establishing, Operating and Maintenance of MCRCs under this RFP. The word Project Management Consultant and PMU wherever written should be read interchangeably.
- IV. "Contract" means a legally binding written agreement signed between the Client and the Project Management Consultant and includes all the attached documents listed thereon.
- V. "Day" means a calendar day.
- VI. "State Government" means the Government of Bihar.
- VII. "Key Expert (s)" means personnel to be deployed at respective MCRC and whose CV will be shared and approved by BSDM before deployment for the respective MCRC. These personnel will be needed to be on the payroll of the Bidder.
- VIII. "Registration" means a unique ID of a person whose name, address etc. are registered on BSDM portal.
- IX. "Placement" means a candidate obtaining a letter of traineeship/apprenticeship or employment within stipulated days (as per BSDM norms) of his completing a specific course and thereafter having a minimum prescribed proof of salary or compensation
- X. "LOI" means the Letter of Invitation sent by the Client to the selected Project Management Consultant.
- XI. "LOA" means the Letter sent by client to the selected Project Management Consultant after the legal agreement. LOI and LOA may be used interchangeably.
- XII. "Proposal/Bid" means the Technical Proposal and the Financial Proposal of the Project Management Consultant in response to the RFP.
- XIII. "Proposal due date" means the date of opening of the Technical bid.
- XIV. "RFP" means the Request for Proposals prepared by the Client for the selection of Project Management Consultants for Establishing, Operating and Maintenance of MCRCs.
- XV. "Services" means the work to be performed by the Project Management Consultant pursuant to the Contract.

XVI. "TOR" (in RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Project Management Consultant, and expected results and deliverables of the assignment.

8. Glossary

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

9. Conflict of Interest and Corrupt and Fraudulent Practices:

- A. The selected Project Management Consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Project Management Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the BSDM under the contract. It should be the requirement of the consultancy contract that the Project Management Consultants should provide professional, objective and impartial advice and at all times hold the BSDM interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Project Management Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to the BSDM, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.
- B. The Project Management Consultant has an obligation to disclose to BSDM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Project Management Consultant or the termination of its Contract.

C. Corrupt and Fraudulent Practices:

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

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

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

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

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

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

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

10. Application Parameters:

- The bidder will have to state the Name (s) of the “MCRC (s)” which it wishes to operate.

Sl. No.	Name of city (Outside Bihar)	Sl. No.	Name of District (Within Bihar)
1	Mumbai	11	Patna
2	Delhi NCR	12	Purnea
3	Guwahati	13	Bhagalpur
4	Bangalore	14	Madhubani
5	Hyderabad	15	Siwan
6	Kolkata	16	Darbhanga
7	Surat	17	Muzaffarpur
8	Pune	18	Samastipur
9	Ludhiana	19	Sitamarhi
10	Jaipur	20	Gaya

11. Evaluation of Bids:

The evaluation would consist of following phases:

Phase I: Evaluation of Preliminary Eligibility Criteria.

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

Phase III: Evaluation of Financial Bids (Each MCRC Wise) under LCS system.

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

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

Sl. No.	Eligibility Criteria	Documentary Evidence
1.	The bidder should be a Legal Business Entity as below (Consortium or Joint Venture arrangement are not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act or a registered proprietorship or partnership firm registered and operating for the last 03 years as on date of this RFP.	Certificate of Incorporation
2.	The bidder should have Average Annual Turnover of INR 20 Crores in last three financial years i.e. FY 2017-18, 2018-19, and 2019-20.	CA Certificate and Audited Financial Statements.
3.	The bidder should have a minimum positive net-worth of INR 2 Crore as on 31-03-2020.	CA Certificate and Audited Financial Statements.
4.	The bidder should not have been blacklisted or debar by any State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.	A Notarized Affidavit

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

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

Technical Evaluation Criteria is given below :-

Sl. No.	Technical Evaluation Criteria	Marks
1.	The bidder should have average annual turnover (AT) of INR 20 Crores in previous three FY 2017-18, 2018-19, and 2019-20. a. AT = 20 crores b. 20 crores < AT <= 40 crore c. AT > 40 crores	Full marks – 200 a. 150 marks b. 175 marks c. 200 marks
2	The bidder should have a minimum net-worth (NW) of INR 02 Crore as on 31 st March 2020. a. NW = 02 crores b. 02 crores < NW <= 04 crores c. NW > 04 crores	Full marks – 200 a. 150 marks b. 175 marks c. 200 marks
3	Technical presentation a. Organizational strength, services offered, clientele, market penetration etc. b. Past Work Experience and Experience with Central or State Govt. c. Project Understanding/Approach & Methodology proposed for carrying out the said assignment d. Detailed Work Plan e. Overall Organization strength and its presence at destination city/district of MCRC location. f. Demonstration of any relevant experience which may bring advantage for the proposed scope of work under this RFP. g. National level Recognition/Awards if any.	Full Marks- 600
	Total Technical Score (ST)	1000 marks

- **To qualify for Financial Bid opening the bidder must score a minimum of 600 marks, out of which minimum 400 marks must be from Technical Presentation.**

14. Financial Bid Evaluation:

- 14.1 **A fixed price fee to be quoted for each MCRC applied, for the entire scope of work Establishing (office set-up including office space and its Rent), Operating and Maintenance of MCRCs for effective Implementation and Monitoring through deployment of Human Resources MCRCs.” Prices quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. GST will be paid extra. Conditional Financial Bid shall be out-rightly rejected.**

14.2 **For each MCRC a separate evaluation of Financial Bid shall take place under LCS method.**

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

14.4 In this phase, the Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation as above under Point 13, shall be opened.

15. Award:

(i) The Bid of the Bidders, which has the lowest financial bid for a particular MCRC will be selected as successful bidder for that MCRC.

(ii) The Authority will award the Contract to the successful Bidder accordingly. The Authority shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept or reject any bid, wholly or in part without incurring any liability in any manner whatsoever.

16. Important Terms

15.1 Eligibility

It will be the Project Management Consultant's responsibility to ensure that it meets the eligibility requirement as mentioned under point 10.

15.2 General Considerations

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

15.3 Cost of Preparation of Proposal

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

15.4 Language

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

15.5 Documents comprising the proposal

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

15.6 Only One Proposal

The Project Management Consultant shall submit only one Proposal.

15.7 Proposal Validity

- A. The Project Management Consultant's Proposal must remain valid for at least 365 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the BSDM as non-responsive bid.
- B. In exceptional circumstances, prior to the expiration of the bid validity period, the BSDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- C. If it is established that any Key personnel nominated in the Project Management Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- D. Project Management Consultant cannot change the Key Personnel as submitted in response to the bid, except in case of resignation, medical incapacity or death, reasons beyond the control of Project Management Consultant or for reasons to the satisfaction of CEO, BSDM, for the entire project period unless there is written approval of CEO, BSDM. The Key Personnel have to be full-time on this project and at the location mentioned as per the RFP. For any change request of Key personnel, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by CEO, BSDM.
- E. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Project Management Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

15.8 Extension of Validity Period

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

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

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

15.9 Limitation of Liability:

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

15.10 Sub-Contracting

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

15.11 Earnest Money Deposit

- A. Every bidder participating in the bidding process must furnish the required earnest money deposit and in the form as specified in the Notice Inviting RFP.
- B. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- C. EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.
- D. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
 - When the bidder withdraws or modifies his bid proposal after opening of bids.
 - When the bidder does not execute the agreement after placement of order within the specified time.
 - When the bidder does not deposit the required Performance Guarantee after the issuance of Letter of Award/ work order.

15.12 Technical Proposal Format and Content

- A. **Technical Proposal shall not include any financial bid information.** Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid Documents should be properly scanned, arranged and uploaded on portal.
- B. The Project Management Consultant is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.
- C. **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.eproc.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.**
- D. **NO Hard Copy of any Documents:** No Documents, whatsoever it may be, has to be submitted in hard copy. Failure to comply the same may result in rejection of Bid.
- E. Bidder shall submit all the required documents as mentioned in the annexure including Tech Forms. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be done.
- F. The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.
- G. BSDM shall not be responsible for any delay or non-receipt/ non delivery/Non-uploading/ Non downloading/ corrupt files/ non legible when downloaded, of the documents. No further correspondence on the subject will be entertained.

15.13 Financial Proposal

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

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

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

15.14 Yearly Price Adjustment

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

15.15 Taxes

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

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

15.16 Confidentiality

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

- II. Any attempt by shortlisted Project Management Consultants or anyone on behalf of the Project Management Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- III. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a Project Management Consultant wishes to contact BSDM on any matter related to the selection process, it should do so only in writing.

15.17 Amendment to "RFP"

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

15.18 Bid Preparation

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

15.19 Withdrawal of Bid

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

15.20 Proposals Evaluation

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

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

15.21 Correction of Errors

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

15.22 Award

- a. After issuance of LOI by BSDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with BSDM within 30 days. BSDM shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted Project Management Consultants.
- b. Failure to comply required eligibility in stipulated period, BSDM will be at liberty to invite next qualified bidder for award of the project.

15.23 Performance Bank Guarantee (PBG)

- a. Within 30 days from the date of Letter of Invitation (LOI) from BSDM, the successful Project Management Consultant company/firm shall furnish the Performance Bank Guarantee (PBG) of an amount equal to 5% of its Financial Proposal (i.e. 36 months project value), by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in the format at Appendix-I.
- B. The PBG submitted will be for 42 months. However in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project.
- C. Refund of PBG: The PBG shall be refunded within six months from the date of successful completion of the assignment.
- D. Forfeiture of PBG: PBG shall be forfeited in the following cases:
 - I. When any terms and condition of the contract is breached.
 - II. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order
- E. The Resource has to follow the working hours, working days and Holidays of Government of Bihar. However resource shall be available on a holiday if so is required by BSDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

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

Project Deliverables and Payment Terms & Schedule

16.1 Commencement of Services:

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

16.2 Knowledge Transfer

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

16.3 Period of assignment and Extension thereof:

The project duration will be of 36 months or closure of the SANKALP project by Government of India, whichever is earlier. However, the project duration/ contract period may further be extended upon mutual agreement of both the parties subject to same terms and conditions and on the basis of rate card as in Financial Bid with 3% yearly escalation clause.

16.4 Payment Schedule

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

16.5 Payments to the Project Management Consultant

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

16.7 Conduct of Project Management Consultant Manpower

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

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

16.8 Other Terms & Conditions

16.8.1 Interpretation

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

16.8.2 Entire Agreement

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

16.8.3 Amendment

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

16.8.4 Non-waiver

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

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

16.8.5 Severability

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

16.9 Governing Law

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

16.10 Force Majeure

16.10.1 Definition

- I. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- II. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably

have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder

- III. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- IV. The Force Majeure would be applied to Patna Districts which have been so stated by Director, BSDM in writing; is part of Government of Bihar directives and is agreed by Project Management Consultant.
- V. BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

16.10.2 No breach of Agreement

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

16.10.3 Measures to be taken

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

16.10.4 Extension of time

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

16.10.5 Payments

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

16.10.6 Consultation

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

16.11 Change Orders and Contract Amendments

1. The BSDM may increase or decrease the quantum of personnel to be deployed as estimated in this bid document to the extent of 75%. The increase or decrease in the contract value shall be calculated on the basis of the rate card as in Financial Bid. However BSDM reserves the right to further increase or decrease the number of resources deployed according to the availability of budget for skill development.
2. BSDM may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.
3. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the BSDM's order. The rate-contract enclosed in the Financial Bid (proportionately escalated) will be used to calculate the cost of the additional work/ change request.
4. This Rate-Card will be valid for the period of the contract (36 months) and will have 3% price escalation for each year after the end of the contract period mentioned in the BID.

16.12 Termination Clauses

16.12.1 Termination for Default

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

16.12.2 Termination for Insolvency

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

16.12.3 Termination for Convenience

- I. BSDM, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that

termination is for BSDM's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

- II. In such case, BSDM will pay for all the pending invoices as well as the work done till that date by the Project Management Consultant.
- III. In addition to above clause, BSDM will compensate the Project Management Consultant (PMC) with 30 days of Fee (Remunerations), i.e. MCRCs.
- IV. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- V. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

16.12.4 Termination by BSDM

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

16.12.5 Termination by Project Management Consultant

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

- I. The BSDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Project Management Consultant may have subsequently agreed in writing) following the receipt by the BSDM of the Project Management Consultant's notice specifying such breach;
- II. If there are more than 2 un-paid invoices and BSDM fails to remedy the same within 45 days of the submission of the last un-paid invoice.
- III. As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- IV. The BSDM fails to comply with any final decision reached as a result of arbitration.

16.12.6 Payment upon Termination

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

16.12.7 Suspension

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

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

16.12.8 Cessation of rights and obligations

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

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

16.12.8 Cessation of Services

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

16.13 Disputes Resolution

16.13.1 Amicable Settlement

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

16.13.2 Arbitration

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

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

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

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

16.14 Disqualification

The bid is liable to be disqualified if:

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

16.15 Responsibilities of the BSDM

- A. Appointment of a single point of contact person, who will coordinate with Project Management Consultant/ BSDM/ GTP/ SDC etc. Coordination with BSDM, BSDM and stake holders.
- B. Issuance of various government orders/policy amendments as per requirement of the project.
- C. Assigning of relevant officials as per project need.
- D. Will help in resolution of problems and disputes arising.
- E. In coordination with PMC, steps would be taken for additional funding from State/ Center for smooth functioning of this scheme.
- F. Timely payments to the Project Management Consultant.
- G. Facilitate coordination with Placement Agencies/ Certification Agencies/ and other service provider and stakeholders.
- H. Overall monitoring and supervision of the PMC.

Bid Submission Forms and Annexures

The bidders are expected to respond to the RFP using the forms given in this section with all supporting documents.

Proposal shall comprise of following forms:

Form 1: Covering Letter with Correspondence Details

Technical Proposal checklist:

Tech 1: Project Management Consultant's Organization and Experience.

Tech 2: Past work experience, Overall Organization strength and its presence at destination city/district of MCRC location, Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.

Tech 3: Details of the bidder organization and eligibility related information and "Application details of MCRCs"

Annexure I: Affidavit

Annexure II: Power of Attorney in favour of Authorised Representative. "Board Resolution may also be accepted"

Note: One Copy of this RFP document with each page signed and stamped by the authorised representative has to be submitted along with proposal document as an acknowledgement and acceptance of the terms and conditions and scope of work under this RFP.

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

PROPOSAL SUBMISSION LETTER

(On the letter head)

{Location, Date}

To:

The CEO

Bihar Skill Development Mission

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

Dear Sir,

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Project Management Consultant: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Checklist of Required Forms

Required for Proposal(√)	Form	Description
√	TECH-1	Project Management Consultant's Organization and Experience.
√	TECH-2	Past work experience, Overall Organization strength and its presence at destination city/district of MCRC location, Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.
√	TECH-3	Details of the bidder organization and eligibility related information

18.1 FORM TECH-1

Project Management Consultant's Organization and Experience

Form TECH-1: a brief description of the Project Management Consultant's organization and an outline of the recent experience of the Project Management Consultant that is most relevant to the assignment. The outline should indicate the names of the Project Management Consultant's Key Personnel who participated, the duration of the assignment, the contract amount, and the Project Management Consultant's role/involvement

A. Project Management Consultant's Organization

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

B. Project Management Consultant's Experience

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

Format for Experience is as follows:-

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Address	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment
e.g., Jan.2009– Apr.2010}	Assignment name/& brief description of main	{e.g., Ministry of..... ,	Amount in Crore.	{e.g., Lead partner in a JV

	deliverables/ outputs	country }		A&B&C }
{e.g., Jan.2009– Apr.2010 }	do	{e.g., Ministry of..... ., country }	Amount in Crore.	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan- May 2008 }	do	{e.g., municipality of..... ., country }	Amount in Crore.	{e.g., sole Technical Consultant }

18.2. FORM TECH-2

Description of Approach, Methodology and Work Plan

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

Suggested structure of your Technical Proposal:-

- a) Organization past work experience,
- b) Overall Organization strength and its presence at destination city/district of MCRC location
- c) Description of the Technical Approach and Methodology
- d) Detailed Work Plan for Performing the Assignment

Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed personnel named in the bid, the approach for engaging as Project Management Consultant and prepared MIS design.

Detailed Work Plan.{Please outline the plan for the implementation of the main activities/tasks of the assignment – including mobilizing of proposed personnel named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

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

Organization and Staffing.

Please describe the organization structure and composition of your proposed team, including the list of the Key Personnel – **Clearly reflecting the personnel committed right from the start date.**

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

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

MCRC Location	Particular/Role	Unit	Total Cost Per Month	All Taxes (GST)	Total Cost Including Taxes (per month)	Annual Cost (For 12 Months)
		A	B	C	D=B+C	12*D
MCRC location						
Name of City/District	Manpower remunerations	4	(Note- Monthly lumpsum cost for all the 4 positions should be quoted here)			
	Other Expenses (including space for MCRC, infrastructure, office set-up, Operation & Maintenance of MCRC etc.)	1	(Note- Monthly lumpsum cost including rental of physical space as well as cost/rental of office equipment's and recurring cost for O&M, housekeeping etc. should be quoted here).			
Grand Total (i.e. Total of Manpower remunerations + Other Expenses) for 12 Month in figures						
Grand Total (i.e. Total of Manpower remunerations + Other Expenses) for 12 Month in words						

21. Deliverables by the Project Management Consultant

21.1 Deliverables by the Project Management Consultant

The Project Management Consultant shall complete the MCRC wise deployment of the entire work force within 60 days of the contract signing.

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

21.3 BSDM shall carry out a review of the performance of each resource and each MCRC every quarter and also on annual basis. BSDM shall have the right to recommend replacement of the services of a resource person based on the performance review and shall direct the Project Management Consultant to replace the resource. The resource shall be replaced within 45 days of such recommendation. The replaced resource person shall have the same or higher qualification than that mentioned in para 25. BSDM may also request the Project Management Consultant to replace a resource with a notice of 45 days if the monthly progress report of the resource is not found satisfactory. Failure to replace the resource person under these circumstances shall lead to an imposition of penalty equivalent to 30% of the remuneration payable to the resource for the period the resource is not made available. Failure to provide resources as per para 25 beyond a period of 90 days may also lead to the termination of this contract.

Tech 3
Important Information and Details

S.N.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate <i>Page No. at which enclosed: __</i>
8	Date of Incorporation/ Registration	
9	Power of Attorney/ Board Resolution in the name of the Authorized signatory	<i>Page No. at which enclosed: __</i>
10	Turnover in the last 3 Years:	FY 2017-18: _____ /- FY 2018-19: _____ /- FY 2019-20: _____ /- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed: __</i> Also submit Audited Financial statements for all the FYs.
11	Net worth as on 31-03-2020	As on 31-03-2019 _____ /- Submit a CA Certificate stating the above figure <i>Page No. in which CA Certificate has been enclosed: __</i>
12	PAN Number	<i>Page No. at which enclosed: __</i>
13	GSTIN Number	<i>Page No. at which enclosed: __</i>
14	A Notarized Affidavit stating that the firm has not been blacklisted by any Central / State Government / Public Sector	<i>Page No. at which Affidavit has been enclosed: __</i>

Application Details:

Applying for Outside Bihar		Applying for Within Bihar	
Name	Please put Tick (√) Mark	Name	Please put Tick (√) Mark
Mumbai		Patna	
Delhi NCR		Purnea	
Guwahati		Bhagalpur	
Bangalore		Madhubani	
Hyderabad		Siwan	
Kolkata		Darbhanga	
Surat		Muzaffarpur	
Pune		Samastipur	
Ludhiana		Sitamarhi	
Jaipur		Gaya	

Annexure-I

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

AFFIDAVIT

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

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

Annexure-II

(Power of Attorney in favour of Authorized Representative)

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

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

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

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

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

For

{ Signature, name, designation and address }

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.