

# REQUEST FOR PROPOSAL

FOR

**Engagement of Project Management Unit (PMU) by Bihar Skill Development Mission (BSDM) for effective Planning, Execution and Monitoring of Skill Development Initiatives in Bihar through deployment of Human Resources at State as well as at District level.**



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**RFP No: BSDM/04/2021-2022**

**Date: 29/06/2021**

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

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## Bihar Skill Development Mission (BSDM)

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

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### Notice Inviting Request for Proposal

RFP No:BSDM/04/2021-2022

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 **Engagement of Project Management Unit (PMU) by Bihar Skill Development Mission (BSDM) for effective Planning, Execution and Monitoring of Skill Development Initiatives in Bihar through deployment of Human Resources at State as well as at District level.**

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

**Document Fee and Tender Processing Fee:** All Applicants have to pay a non-refundable Document Fee of Rs. 15,000/- (Rupees Fifteen Thousand only) and Tender Processing Fee of Rs. 1180 (Rupees One Thousand One Hundred and 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. 10,00,000/- through **e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal., on or before stipulated time, 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 Free View” on home page of above website and then going to Live Tender/ Hot Tender by searching Department Name as “Labour Resources Department”**

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

- Technical Bid Open Stage
- 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 website from 29.06.21 up to 3 PM of 08.08.21. The Pre-Bid Meeting will be held at 14.00 HRS on 09.07.2021(both physically and virtually). Link for virtual pre-bid meeting will be provided for only those participants who have sent their queries within stipulated time through email. The last date of uploading of proposal/bid will be 15.00 HRS on 09.08.2021. Technical Bid will be opened on or after 09.08.21 post 16.00 Hrs. The Evaluation of Bids will be under QCBS 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 or BSDM for the same.

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



बिहार सरकार

# Bihar Skill Development Mission

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

Email: [biharskilldevelopmentmission@gmail.com](mailto:biharskilldevelopmentmission@gmail.com) Website: [www.skillmissionbihar.org](http://www.skillmissionbihar.org)



## **NOTICE INVITIG e-TENDER**

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

Tender Notice No:BSDM/04/2021-2022

Date- 29.06.21

Proposals (**Two Bid System**) are invited from reputed and experienced Agencies for Engagement of Project Management Unit(PMU) by Bihar Skill Development Mission (BSDM) for effective Planning, Execution and Monitoring of Skill Development Initiatives in Bihar through deployment of Human Resources at State as well as at District level.

SL No.	Scope of Work	Tender processing Fee(Non Refundable) (inclusive of GST @18.00%) to be paid through e-payment mode (i.e NEFT/RTGS/,Credit Card/Debit card) (in Rupees)	Earnest Money Deposit (In Rupees)	Document Fee to be paid through e-payment mode (i.e. NEFT/RTGS/,Credit Card/Debit card) (in Rupees)
1	2	3	4	5
01.	Engagement of Project Management Unit(PMU) by Bihar Skill Development Mission (BSDM) for effective Planning, Execution and Monitoring of Skill Development Initiatives in Bihar through deployment of Human Resources at National, State as well as at District level.	Rs. 1180	Rs. 10,00,000	Rs. 15,000

### **Tender Schedule/Program:**

Sl. No.	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 29.06.2021 to 08.08.21 upto 15.00 Hrs. ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )
2.	Last Date of sending Pre-Bid queries by e-mail	07.07.21 up to 11.00 AM on rakesh.ranjan2044@gov.in
3.	Date, Time and Place of Pre-Bid Meeting	In the office of Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01, at 2 PM of 09.07.21.
4.	Publishing of Pre-Bid queries response	Latest by 14.07.21 (on best effort basis)
5.	Last Date/Time for submission/ uploading of offer/Bid	09.08.21 up to 15.00 Hrs. ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )
6.	Submission of EMD	On or before 3.00 PM of 09.08.21 through <b>e-payment mode</b>
7.	Date & time for opening of Technical Bid	09.08.21 post 16.00 Hrs.( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )
8.	Contact person/Nodal Officer for queries	Mission Manager (Program Implementation) Email: rakesh.ranjan2044@gov.in contact no : 0612-2528455 Mob:7979844165
9.	Financial Bid Opening Date and Time	Date to be announced later by competent authority.

- Detailed descriptions and instructions for submitting your proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- Tender Processing Fee (TPF) and Document Fee to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only through E-Proc Portal.
- **Earnest Money Deposit (EMD):** An EMD of Rs. 10,00,000/- (Ten Lakh) through **e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal., on or before stipulated date, 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.
- **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 and Document Fee) 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 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.**
- 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.
- **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 further queries sent by the bidders 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 of any suggestion 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 ([www.skillmissionbihar.org](http://www.skillmissionbihar.org)) and no bidders/participant would be intimated individually about the responses of BSDM.

Maximum two representative with due authorization from each prospective bidder shall be allowed to participate in the pre-bid meeting.

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), else the queries may not be entertained by BSDM:

Organization Name: Designation:		Name of Representative: Email Address:	
S.No.	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 First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna- 800001.Ph. No: **0612-2523006**, Mob- **7542028164**” or may visit the link “Vendor Info” at (<https://www.eproc2.bihar.gov.in>).
- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <http://state.bihar.gov.in/labour/citizenhome.html> 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.
- **Validity of Bids:** Minimum 365 days from Last date of Bid submission.
- Conditional Bids shall be summarily rejected.

**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,
- The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
- 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.
- The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the onlinestandard 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 bidsubmission as per the tender notice and bid document.
- 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.
- Tender Processing Fee (TPF) and Document Fee to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
- “Earnest Money Deposit (EMD) has to be submitted through online mode only before the stipulated time and date.

**Note: "Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc2.bihar.gov.in](http://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 tender opening will be done online only.
- Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal <https://www.eproc2.bihar.gov.in> only.
- For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612- 2523006, Mob- 7542028164” or may visit the link “Vendor Info” at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).

# 1. Disclaimer

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- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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:**

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

Bihar Skill Development Mission has pioneered in introducing state of art skilling schemes including Kushal Yuva Program (a short term employability enhancer course for youth in the age group 15-33 years), Recruit Train Deploy Scheme (a flagship scheme of the department where employment is offered prior to the start of training), Domain Skilling (skill training by various departments of the Government of Bihar), Recognition of Prior Learning with bridge course (to acknowledge and employ informally trained workers in the development projects in and outside Bihar), PMKVY (state component of the PMKVY scheme with most relevant course offerings to meet industry demands) and SANKALP.

## **3. Key Tasks & Responsibilities of PMU**

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Effective Planning, Execution and Monitoring of Skill Development Initiatives in Bihar through Bihar Skill Development Mission and in co-ordination with central and other state agencies.

## **4. Scope of Work will be as below but not limited to -**

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### **Scope of the Assignment**

#### **The overall scope of work of the PMU will include:**

- Develop a Business Plan for BSDM clearly outlining the physical targets for BSDM in the short and medium term in consultation with BSDM/line departments.
- Develop a robust skill development framework for BSDM in alignment with the available Skill Gap report
- Designing and development of comprehensive framework for monitoring of all the State and central skill development programs
- Provide technical help to the line departments/stakeholders in implementation of all the State and central skill development programs
- Assisting BSDM, line departments & District administrations in developing skilling ecosystem to enhance institutional mechanisms for skill development, increase capacity and ensure access to

quality and market relevant training for youth across Bihar.

- Develop a convergence framework for all the skill development programs in the state.
- Coordinate with district administrations, concerned line departments/stakeholders, collate the progress [Financial/physical] and report submission [on all activity / parameters of State skill development programs and Central Schemes to BSDM.
- Assist monitoring of all skill development at state and district level with special focus on women, disadvantaged, and differently able, vulnerable and marginal section of society.
- Assist BSDM in review of sector skill gap study ,youth aspiration study and job market study conducted by BSDM and provide feedback for on-ground implementation.
- Conceptualization and implementation for building an effective pool of trainers and assessors.
- Planning and modification (if any) of district skill development plan in close coordination with district administration.
- Facilitation in organizing industry interfacing events, job fairs and advance training for student trained in BSDM.
- Assist in building a framework for IEC plan in coordination with selected agency (if any) for skill ecosystem.
- Coordinate and support the monitoring activity of central team (from World bank/MSDE/NSDC/ all state skill development programs/SANKALP/ other stakeholders etc.)
- Coordination with sector skill council/ National Skill Qualification Committee/NCVET for development and approval of new job roles (for NSQF alignment) as identified through different studies.
- Capacity building of district skill resource persons and other staff by organizing training programs workshops and conferences.
- In house field surveys as per BSDM requirement.
- Designing of recruitment, selection, induction system and other policies and SOP manuals of all the State skill development programs at the time of knowledge transfer post completion of project tenure.
- Developing Evaluation framework for monitoring conduct of training programs and placement plans as per the broad skilling policy framework.
- Assist in Establishing Apex Skill Development Centres in various sectors initiated by Government of Bihar.
- Assist in facilitating a comprehensive Web based MIS for the BSDM for skill development management system.
- Assist in designing a well defined system in order to integrate all the skill development activities of the state (i.e. convergence of all the skills development initiated by the state) under BSDM.
- Assist BSDM in signing of MoU with lead industries for collaboration to start training centre for meeting the skill demand at all levels.
- Assist BSDM in carrying out procurement function including release of advertisement, tender orders, managing Expression of Interest, RFP processes.

The details of the PMU structure and scope of engagement is as follows:

### **State Program Management Unit (SPMU)**

#### **Planning, Implementation and Coordination**

- Co-ordinate with all Private and Public Sector Companies and Organizations for the placement of

trained personnel.

- Coordinate discussions with National Skill Development Corporation and various National level skill development agencies involved in development of curriculum and occupational standards.
- Coordinate with the Ministry of Skill Development and other ministries funding skill development programs in Government of India
- Ensure that the best practices of other States are adapted in the State Skill Development Mission.
- Coordination with all Government of India's Ministries carrying out skill development programs for timely approval of Annual Action Plans, Compliance Reports and other relevant documentation and timely release of funds.
- BSDM in addition to the PMU, can invite Central Government skill development nodal agencies like NSDA, NSDC, NIELET, NISSBUD to provide technical help to the State Skill Development Mission for which the BSDM shall sign separate MOUs to this effect. The State team shall co-ordinate with all such agencies for implementation of the MOU.
- Hold facilitative discussions with national and international level training providers and employers for the Bihar skill program.
- Have continuous dialogue with various accreditation bodies/ chambers of commerce/ employers etc.
- Coordinate with MSDE and NSDC for the implementation of Central Government Skilling Schemes in the State of Bihar.
- Assist Bihar Skill Development Mission in attracting investment for Skilling
- Preparation of EOI/RFQ/RFP and Contract for engaging private sector training providers, Social Mobilization agency and other agencies to support the Skill Development Mission and the various departments carrying out the training Program. The training programs are presently being carried out by the individual departments and they shall continue to be carried by the respective departments.
- Assignment of one Sector Skills resources at the following department Labour, Rural Development, Information Technology, Health, Agriculture, Social Welfare, Urban Development, Tourism, Education and any other department as and when required. A Sector Skill resource can be tagged to multiple departments depending upon the requirement. These resources will assist the respective departments in sector skills planning, identifying the schemes pertinent to the specific department/ central ministry and any other department skill specific activity. These resources will be based out of the respective departments (under control of BSDM) and will provide regular inputs to the SPMU and BSDM
- Assisting the concerned departments and the mission in finalization of courses, their syllabi & normative training fees, and alignment of courses and curriculum with National Skills Qualification Frame work. Interacting with academicians and industries for designing of an updated course curriculum. Coordinating with Sector Skill Councils to develop a robust support system for providing relevant and employable skills to the youth. Developing a mechanism for certification and accreditation of the courses.
- Support to all departments Evaluation, Standardization and certification of ongoing courses in various depts.
- Assisting the Mission in empanelment of training providers as per the approved RFP to be engaged by the various departments for their training programs.
- Assisting the Mission in empanelment of certification agencies if required by BSDM, as per the approved RFP to be engaged by the various departments for their training programs.
- Developing templates for District, Department wise and State Skill Development plans and training of district teams in preparing their plans.

- Regularly following up with the various districts/departments to ensure that the Skill Development Plans are followed and the targets for training are met.
- Developing monitoring system for the mission at various department and district level
- Capacity building of the various Departments, SPMU, DPMU and other staff by organizing training programs, workshops and conferences.
- Assisting the mission in engaging short term specialists/ Project Management Consultants for under taking special research studies/ surveys/ market research/ creative design related work.
- Establishing an analytics and knowledge management function to glean data-driven insights based on MIS reports, surveys as conducted by state from time to time and periodic stakeholder discussions.
- Majority of the training programs are being carried out by the various departments. There are some training programs which may not be carried out by any department. The SPMU shall plan, support and design training programs which are not carried by any department. Such trainings would be taken up on a Mission mode by BSDM.
- The SPMU shall also provide all possible assistance to the BSDM and monitor the implementation of the Central Government Schemes.
- Suggest various models that can be implemented by BSDM to decrease the dependency on the State Exchequer including viability gap funding.

### **Monitoring and Evaluation**

- Developing Process guidelines for implementation of skill development programs as per the broad principles approved by the mission.
- Designing of Recruitment, Selection and Induction system, HR manual, Procurement Manual and other policies and manuals for Bihar Skill Development Mission at the time of knowledge transfer.
- Developing Monitoring & Evaluation framework for monitoring conduct of training programs as per the broad policy framework outlined by the Governing Council.
- Designing monitoring system for post placement tracking of trainees.
- Periodic (at least monthly) review of its District team.

### **District Program Management Unit (DPMU)**

The activities to be undertaken at the District level are divided encompass into strategic activities like district level planning, local placement facilitation and assistance, reporting and adherence to M&E framework outlined by SPMU, identification of trainers and assessors in addition to operational activities like co-coordinating with the mobilization agency for mobilization of candidates, inspection of training centres, monitoring of the conduct of training and random audit/validation of placement reports of the training partners.

- Co-ordination between the various field offices of the departments of the State Government which are carrying out the training programs with the agencies imparting skill training.
- Co-ordination with the various field offices of the departments of the State Government to help them achieve their Skill Targets.
- Provide assistance to the field offices of the various Departments to carry out the Skill

#### Development Programs.

- Local placement facilitation and assistance
- Build up database of trainers and assessors
- Reporting to SPMU/Departments in specified templates on program progress and adherence to M&E framework as outlined by SPMU
- Assist in preparing district level plans and sharing the same with district officials SPMU and the concerned departments. Carry out the activities below in the district :
- Assist in mobilization and communication related work in the blocks if required
- Inspection of Training Centres and approval wherever required.
- Monitoring the conduct of training activities.
- DPMU will also be responsible for carrying out awareness building and mobilization activities under PMKVY with the help of local bodies and PRIs. It will also be responsible in assisting for organizing Kaushal melas , skill yatras etc and implementation of PMKVY at the grass root level.

## 5. Proposed Team Structure: -

The proposed PMU shall comprise of 1 Project Director and 33 Managers headed by Project Director at State level (State PMU) and 72 District Skill Experts (District PMU). PMU shall be responsible for proper administration of the affairs and implementation of various activities and programs of Skill Development under the control, directions and guidance of the BSDM. There will be a team of professionals as given below:

<b>TYPE OF POSITION</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>Qualification (All post are full time)</b>	<b>TENURE (YEARS)</b>
Key Expert 1	<b>Project Director</b>	SPMU	<b>On Rolls</b> Over 10 years Experience with at least 7 years in managing skill development In large organizations at managerial level At least 5 years' consulting experience with a Govt. / state PSU/central PSU, At least 3 years business advisory experience. Graduate in Engineering / Post Graduate in Management from premier institutes preferably IITs/IIMs Total years of experience – 10	5
Key Expert 2	<b>Manager (Placement)</b>	SPMU	<b>On Rolls</b> Expertise on working with organizations dealing with placement services. Post Graduate in Business Management with specialization in HR or Industrial Relations. Minimum 5 years of professional experience out of which 2 years in skill development initiative	5
Key Expert 3	<b>Manager (Skill Gap and Training Needs Analysis)</b>	SPMU	<b>On Rolls</b> Experience of conducting skill gap analysis with wider stakeholder consultation- state government, employers, training organizations, sector skill councils, industry bodies etc. Experience of carrying out at least two Training needs Analysis for government organizations. Experience of at least 3 projects of Skill gap analysis, Minimum 10 Years of professional experience. Post Graduate from a premier Institution	5

Key Expert 4	<b>Manager (Social Mobilization and Grievance Redressal)</b>	SPMU	<b>On Rolls</b> Experience in Social Development, Education and Livelihood schemes, At least 3 years' experience of advising NGOs, Social Organizations on community led programs, Experience of working on skills/ training projects in at least 2 states, Experience and understanding of growth aspirations and challenges in social mobilization, Post Graduate in Management from premier institute. At least 5 years' experience in training. Total years of experience 5 years	5
Key Expert 5	<b>Manager (MIS and Monitoring)</b>	SPMU	<b>On Rolls</b> Experience of working oversight of ICT system (system design, development and implementation), at least 4 Years of experience of working on architecture on full life cycle management of enterprise scale software systemson Enterprise Architecting, architecting e-governance projects and Solution Architecting. Experience of creating enterprise solution for at least 3 projects. Experience of managing a team on System design, development and implementation, O&M, troubleshooting and technical help desk. Experience of creating automated systems, B.Tech.(IT)/MBA (IT)/ PGDCA/ MCA, Minimum 7 years of professional Experience.	5
Key Expert 6	<b>Manager – Sector Skills –</b>	SPMU	<b>On Rolls</b> <ol style="list-style-type: none"> <li>1. Animal Husbandry and Fisheries -1</li> <li>2. Social Welfare -1</li> <li>3. BC and EBC Welfare -1</li> <li>4. Education -2</li> <li>5. Health -2</li> <li>6. Automotive -1</li> <li>7. Electronics -1</li> <li>8. Agriculture -2</li> <li>9. Urban Development -2</li> <li>10. Industries -1</li> <li>11. SC and ST Welfare -1</li> <li>12. Information Technology -3</li> <li>13. PMKVY -3</li> <li>14. Science and Technology -2</li> <li>15. Construction -1</li> <li>16. Rural Development -1</li> <li>17. Tourism -1</li> <li>18. Minority Welfare -1</li> </ol>	5

			<p>Experience of working in at least 3 large projects in the mentioned sector. At least 3 years in providing Skill based training or managing skill based training programs in the relevant sector. Graduation in relevant sector.</p> <p>Minimum 5 years of professional experience.</p>	
Key Expert 7	<b>Manager (Finance and Procurement specialist)</b>	SPMU	<p><b>On Rolls</b> At least 5 Year experience in Finance and Procurement Experience in the area of Procurement, gap funding, financial controls, and working with Government accounting standards, Experience of managing engagements involving pre-grant and grant expenditure evaluations, risk assessments, expenditure verifications, grant management and program management in India and globally. Person Should be a qualified Chartered Accountant Minimum 8 years of professional experience</p>	5
Key Expert 8	<b>Manager (Special Initiatives)</b>	SPMU	<p><b>On Rolls</b> Over 7 years Experience with at least 3 years in managing special initiatives in skill development like World Skill Competition, flagship schemes etc. In large organizations at managerial level. Graduate in Engineering / Post Graduate in Management/Rural development/Social Science/Social Work Total years of experience – 7</p>	5
Other Personnel	<b>District Skills Program Manager</b>	DPMU	<p>Minimum 3 years experience in the field of skill training or having managed a skill-training program. Experience of interface with Government run development programs. Graduate in Engineering/Management/Rural Development Management with Minimum 5 Years of professional experience</p>	5

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



## 6. General Conditions and Provisions

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### Definitions

- “BSDM” means Bihar Skill Development Mission
- “Client” means the implementing agency of Skill Development Schemes 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.
- “Project Management Consultant/Bidder” means a company or partnership firm having local presence in the State of Bihar or else that is bidding for PMU in Bihar under this RFP.
- “Contract” means a legally binding written agreement signed between the Client and the Project Management Consultant and includes all the attached documents listed thereon.
- “Day” means a calendar day.
- “State Government” means the Government of Bihar.
- “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Project Management Consultant’s proposal & would be placed full-time at Bihar (PMU). The positions of State PMU will be of “Key Experts” and will be needed to be on the payroll of the Bidder.
- “Registration” means a unique ID of a person whose name, address etc. are registered on BSDM portal.
- “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
- “LOI” means the Letter of Invitation sent by the Client to the selected Project Management Consultant.
- “LOA” means the Letter sent by client to the selected Project Management Consultant after the legal agreement. LOI and LOA may be used interchangeably.
- “Proposal/Bid” means the Technical Proposal and the Financial Proposal of the Project Management Consultant in response to the RFP.
- “Proposal due date” means the date of opening of the Technical bid.
- “RFP” means the Request for Proposals prepared by the Client for the selection of Project Management Consultants for PMU for Skill Development in Bihar.
- “Services” means the work to be performed by the Project Management Consultant pursuant to the Contract.

## 7. Glossary

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Abbreviation	Particular
BSDM	Bihar Skill Development Mission
EMD	Earnest Money Deposit
FTP	Full Technical Proposal
GTP	Government Training Provider
LOA	Letter of Award
LOI	letter of Intent

MSDE	Ministry of Skill Development and Entrepreneurship
NSDC	National Skill Development Corporation
PMC	Project Management Consultant
PMKVY	Pradhan Mantri Kaushal Vikas Yojana
PMU	Project Management Unit
RFP	Request for Proposal
SSC	Sector Skill Council

- Conflict of Interest and Corrupt and Fraudulent Practices:
- 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.
- 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.

#### **A. 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:

- “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “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;
- “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;
- “Coercive Practice” is impairing or harming, or threaten to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “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 threaten, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## 8. Evaluation of Bids:

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The evaluation would consist of following phases:

Phase I: Evaluation of Preliminary Eligibility Criteria.

Phase II: Evaluation of Technical Proposal (Technical Score).Phase III:  
Evaluation of Financial Bids.

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

## 9. 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:

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Sl. No.	Eligibility Criteria	Documentary Evidence
1.	The bidder should be a Legal Business Entity as below (Any kind of consortium is 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 partnership firm registered under the Limited Liability Partnership Act and operating for the last 10 years in Business Consulting/Project Management as on March 31, 2021.	Certificate of Incorporation
2.	The bidder should have a positive net worth and minimum average annual turnover of INR 50 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20).	CA Certificate and Audited Financial Statements of FY 2017-18, 2018-19 and 2019-20.
3.	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily.	Signed Work Order or Agreement should be provided. Satisfactory completion certificate from purchaser or full and final payment letter.
4.	The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20).	Specific CA Certificate

5.	The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency for State Skill Development Missions/State Rural Livelihood Missions in India	Work Order/Experience Certificate
6.	Bidding firm should have more than 250 People in the Consulting/Advisory division payroll.	Certificate from HR
7.	The Bidder should have worked/working on at-least 1 Skill Development Projects during the last 5 years each of value >= INR 2 Cr, with any Central Govt./ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India.	Letter of Award/ Copy of Agreement/ self-certificate by authorized signatory of the organization to be submitted with document in support of the claim. BSDM may choose to verify the claims of organization.
8.	The bidder should not have been blacklisted or debarred 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.	Affidavit

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

#### **10. Technical Evaluation (Technical Score-ST):-**

<b>Sl. No.</b>	<b>Technical Evaluation Criteria</b>	<b>Marks</b>
1.	The bidder should have a minimum average annual turnover (T) of INR 50 Crores from Indian operations in previous three financial years (FY 2017-18, 2018-19 and 2019-20). a. T = 50 crores b. b. 50 crores < T <= 100 crore c. c. T>100 crores	<b>Full marks – 150</b> a. 100 marks b. 125 marks c. 150 marks
2.	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily. a. 3-5 Projects b. 6-8 Projects c. >8 Projects	<b>Full marks – 150</b> a. 100 marks b. 125 marks c. 150 marks

3.	<p>The Bidder should have worked/working on at-least 1 Skill Development Project (SDP) during the last 5 years, each of minimum project value <math>\geq</math> INR 2 Cr, with any Central Govt./ State Govt./ NSDC/State Skill Development Mission/ Multilateral Funding Agency, in India.</p> <p>No. of SDP having minimum project value <math>\geq</math> INR 2 Cr (SDP)</p> <ol style="list-style-type: none"> <li><math>1 &lt; \text{SDP} \leq 3</math></li> <li><math>03 &lt; \text{SDP} \leq 05</math></li> <li><math>\text{SDP} &gt; 05</math></li> </ol>	<p><b>Full marks – 150</b></p> <ol style="list-style-type: none"> <li>100 marks</li> <li>125 marks</li> <li>150 marks</li> </ol>
4.	<p>The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency for State Skill Development Missions/State Rural Livelihood Missions in India</p> <ol style="list-style-type: none"> <li>1-3 Projects</li> <li>4-6 Projects</li> <li>&gt;6 Projects</li> </ol>	<p><b>Full marks – 150</b></p> <ol style="list-style-type: none"> <li>100 marks</li> <li>125 marks</li> <li>150 marks</li> </ol>
5.	<p>Skill-sets of key professionals (state resources) - With each CV, Bidders are required to provide details of contacts like name, designation, project title, organization name, telephone Number where BSDM may make references to verify the information provided therein. BSDM reserves the right to cancel a CV, in case any information is found in- correct. Marks will be awarded only if minimum eligibility criteria is met for the required position. Bidder will not be allowed to replace the CV without prior approval of BSDM after award of contract. In no case will the replacement be allowed if the eligibility criteria is not met.</p> <p>No marks will be awarded for ineligible CVs. In case of selection of such bidder, the selected bidder will have to replace such CVs with appropriate CVs before award of LOA</p> <ol style="list-style-type: none"> <li>Project Director (30 marks)</li> <li>Manager Placement (5 marks)</li> <li>Manager Skill Gap (5 marks)</li> <li>Manager Social mobilization (5 marks)</li> <li>Manager MIS (5 marks)</li> <li>Manager Sector Skills (one from each sector) (5 marks for each of 18 listed sectors)</li> <li>Manager Special Initiatives (5 marks)</li> <li>Manager Finance and Procurement (5 marks)</li> </ol>	<p><b>Full marks – 150</b></p>
6.	<p>Approach &amp; Methodology (100 marks) Project Understanding/Approach &amp; Methodology proposed for carrying out the said assignment. Technical Presentation (150 marks): Date and time for technical presentation to be intimated later.</p>	<p><b>Full Marks- 250</b></p>
<b>Total Technical Score</b>		<b>1000 marks</b>

- **ST=(Total Marks Obtained/1000)\*100**
- **Bidders must score a minimum of 700 marks to qualify for financial bid opening stage.**
  - For this RFP, the Marks under Technical Proposal (Technical Score) has a total weight age of [80%].

#### **11. Financial Bid Evaluation:**

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

**The grand total of Annual Cost as quoted in FIN-1 shall be considered as the quoted value for evaluation of financial bid.**

- 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.**
- In this phase, the Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation as above under Point 10, shall be opened.
- Formula to determine the scores for the Financial Bids shall be as follows:

$$SF = (FL / F) * 100,$$

Where SF is the  
Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration.

#### **12. Combined Evaluation of Technical & Financial Bid:**

- The Total score of the Bidder will be determined as under  $Total\ Score\ (TS) = (0.8 \times ST) + (0.2 \times SF)$
- The Bid of the Bidder, who obtains the highest TS value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid. Beyond that, Tendering Authority will decide the matter in its full discretion.
- The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

## **13. Important Terms**

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### **Eligibility**

It will be the Project Management Consultant's responsibility to ensure that it meets the eligibility requirement as mentioned under point 9.

### **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.

### **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.

### **Language**

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

### **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.

### **Only One Proposal**

The Project Management Consultant shall submit only one Proposal.

### **Proposal Validity**

- 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.
- 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.
- If it is established that any Key Expert nominated in the Project Management Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

- Project Management Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, reasons beyond the control of Project Management Consultant or for reasons to the satisfaction of CEO, BSDM, for the entire project period unless there is written approval of CEO, BSDM. The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by CEO, BSDM.
- 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.

### **Extension of Validity Period**

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

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

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

### **Substitution of Key Experts at Validity Extension**

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

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

### **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.

### **Earnest Money Deposit**

- 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.
- Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.



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.

## **Technical Proposal Format and Content**

- 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.
- The Project Management Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- The Project Management Consultant is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.

**A. 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.**

- **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.
- 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.
- The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.
- 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.

## 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 travel, lodging, boarding, communication (mobile and landline), computers and consumables as required for the project, rentals etc. State will not bear any cost other than the lump-sum fee mentioned in the financial proposal. The office space for setting up the office of the PMU at State shall be provided by BSDM. The Bidder shall not include costs of rental for office space at State Level in the financial BID.

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

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

## Yearly Price Adjustment

- The Rate-Card (FIN 1) will be subjected to yearly price escalations of 03% and will be valid for the period of contract (60 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%.
- 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-1 will be used for the same.

## Taxes

- The Project Management Consultant shall be responsible for meeting all tax liabilities arising out of the Contract.
- 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.
- 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.

## Confidentiality

- 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.
- 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
- 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.

## 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.

## 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.

## 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.

## Proposals Evaluation

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.**

## Correction of Errors

- 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.

- 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.

## **Award**

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

## **Performance Bank Guarantee (PBG)**

- Within 15 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. 60 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. The Performance Bank Guarantee shall be valid for the initial project period of sixty months and has to be extended accordingly for extension of project, if any.
- The PBG submitted will be for 60 months. However in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project.
- Refund of PBG: The PBG shall be refunded within six months from the date of successful completion of the assignment.
- Forfeiture of PBG: PBG shall be forfeited in the following cases:
  - When any terms and condition of the contract is breached.
  - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order
- 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 timeschedules.
- Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of LOI.

## **14. Liquidity Damages**

- Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver Services within the period specified in the Contract, BSDM may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified as penalty in this document for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, BSDM may terminate the Contract pursuant to clause “Termination”.
- In addition to penalties mentioned, any written instruction by BSDM not being complied to by the bidder and amounting to gross misconduct shall also amount to penalty and an appropriate

deduction may be charged from the related invoice (of that quarter) as per the discretion of CEO BSDM.

- The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.
  - Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.
  - The selected bidder shall request in writing to tendering BSDM giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained
  - BSDM shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.
  - If BSDM agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.
  - It shall be at the discretion of the concerned BSDM to accept or not to accept the supply of services rendered by the Project Management Consultant after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. BSDM shall have right to cancel the contract with respect to undelivered service.
  - If BSDM is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period
- 
- Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of LOI.

### **15. Limitation of Liability:**

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

## **16 Project Deliverables and Payment Terms & Schedule**

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### **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 as per the submitted CVs within 60 days of the contract signing. In case of delay in complete deployment above 60 days, a penalty of 25% of total invoice of that quarter will be levied.

### **Knowledge Transfer**

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

### **Period of assignment and Extension thereof:**

The project duration will be of 60 months.

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

### **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.

### **Payments to the Project Management Consultant**

- Project Management Consultant will follow a quarterly invoicing process. The type of reports/ deliverables format will be finalized at project inception. For practical purposes, payment will be treated as on deliverables based and not attendance based. Though PMC will be required to submit attendance with their invoice. All the deliverables for the quarter will be submitted as per the timelines as per the Deliverables mentioned in RFP or as will mutually agreed upon during the project inception stage.
- The consolidated quarterly invoice will be generated and submitted on the last working day of the quarter to the BSDM.
- 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.
- BSDM will then pay to Project Management Consultant in next 15 days.

## **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.

- The Project Management Consultant shall be provided office space free of cost by the BSDM at the State/districts.
- Each office of the Project Management Consultant will have biometric attendance monitoring system and regular attendance of personnel will be monitored by BSDM. Attendance of personnel on travel or field duty can be certified by PMU Project Head.
- It is expected that in a quarter minimum 80% of aggregated attendance at the PMU is maintained and reported as part of the Performance Reports Monthly.
- 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.

## **Other Terms & Conditions**

- Interpretation

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

## **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.

## **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.

## **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.

## **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.

## **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.

## **Force Majeure**

- **Definition:**

For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- The Force Majeure would be applied to 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.
- BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

## **No breach of Agreement**

The failure of a Party to fulfill 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.



## **Measures to be taken**

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 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.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## **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.

## **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.

## **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.

## **Change Orders and Contract Amendments**

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

thirty (30) days from the date of the selected bidder's receipt of the BSDM's order. The rate-contract enclosed in the Fin-1 will be used to calculate the cost of the additional work/ change request.

- This Rate-Card will be valid for the period of the contract (60 months) and will have 3% price escalation foreach year after the end of the contract period mentioned in the BID.

## **Termination Clauses**

### **Termination for Default**

- 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:
- 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
- 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
- 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.
- If the selected bidder commits breach of any condition of the contract
- 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.

### **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 anyright of action or remedy that has accrued or will accrue thereafter to BSDM.

### **Termination for Convenience**

- 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.
- 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.
- In addition to above clause, BSDM will compensate the Project Management Consultant (PMC)with 30 days of Fee (Remunerations), i.e. PMU.
- 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.
- 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.

### **Termination by BSDM**

- 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:
- 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;
- 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;
- The Project Management Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- 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;
- 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
- 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
- If the Govt. of Bihar would like to terminate the contract for reasons not attributable to the Project Management Consultant performance, they will need to clear all invoices for the TC services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 72 months.
- If the Govt of Bihar would like to terminate the contract for reasons attributable related to the Project Management Consultant performance, the government will give a rectification notice for 3 months to TC in writing with specific observations and instructions.

### **Termination by Project Management Consultant**

The Project Management Consultant may, by not less than six (06) month written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- 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;
- 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.

- 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
- The BSDM fails to comply with any final decision reached as a result of arbitration.

### **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.

### **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

- Shall specify the nature of the breach or failure, and
- 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.

### **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

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

### **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.

### **Disputes Resolution**

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.

## **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 fulfill their remaining respective obligations under this Agreement.

## **Disqualification**

The bid is liable to be disqualified if:

- Not submitted/ uploaded in accordance with this document.
- 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.
- Bid uploaded in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- 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.

## **Responsibilities of the BSDM**

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

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

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

### **PROPOSAL SUBMISSION LETTER**

(On the letter head)

{Location, Date}

To:

The CEO

Bihar Skill Development Mission

A-wing, 5<sup>th</sup> 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:

- 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.
- Our Proposal shall be valid and remain binding upon us till the bid validity period.
- We meet the eligibility requirements as stated in RFP
- 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.
- Except as stated in the RFP, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- 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**

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



## FORM TECH-1

### Project Management Consultant's Organization and Experience

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

Key Experts who participated, the duration of the assignment, the contract amount, and the Project Management Consultant's role/involvement

#### A. Project Management Consultant's Organization

- Provide here a brief description of the background and organization of your company/partnership firm.
- 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}	{e.g., "Improvement quality of..... " designed master plan for rationalization of ..... ;}	{e.g., Ministry of ....., country}	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of..... ": designed master plan for rationalization of ..... ;}	{e.g., Ministry of ....., country}	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2008}	{e.g., "Support to national Government..."}	{e.g., municipality of..... ,	Amount in Crore.	{e.g., sole Technical Consultant}

	.. drafted secondary level regulations on..... }	. country}		
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## 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:-

- Technical Approach and Methodology
- Work Plan
- Organization

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

- Work Plan.{Please outline the plan for the implementation of the main activities/tasks of the assignment

– including mobilizing of proposed experts named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

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

### Organization and Staffing.

Please describe the structure and composition of your team, including the list of the Key Experts –

**Clearly reflecting the experts committed right from the start date.**

### FORM TECH-3

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

#### CURRICULUM VITAE

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Period	Employing organization and your title/position. Contact information for References	Country	Summary of Activities Performed relevant to the Assignment	Summary of livelihood/capacity building/skill development, social mobilization, communication strategy, social welfare Assignments, Procurement.
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/Technical Consultant to... For references: Tel..... /email.....; Mr.....]			

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

#### Adequacy for the Assignment:

Detailed Tasks Assigned on Technical Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

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

Note: Those CVs that do not provide the following critical information may be considered non relevant.

- a. Experience in handling large value programs
- b. Understanding of livelihood programs, communication, social mobilization, project management etc.
- c. Managing programs with large multi-disciplinary teams.
- d. Working with State/Central government programs or large budget programs/ donor funded programs
- e. Implementing Skill development/ livelihoods/education etc.
- f. Excellent exposure and experience of working for rural/ urban poor communities.

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

Certification:

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

{Day/Month/Year}

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

**19. Form Fin1- Summary of Annual Costs (This is for reference only, not to be scanned and uploaded)**

**Fin-1 will have to be submitted in online format only and failure to comply the same will result in rejection of Bid**

<b>Role</b>	<b>Number of Positions</b>	<b>Unit Rate / Month</b>	<b>Total Cost Per Month</b>	<b>Total Cost Excluding GST (per month)</b>	<b>Annual Cost(For 12 Months)</b>
<b>PART 1: Remunerations</b>	<b>A</b>	<b>B</b>	<b>AxB =C</b>	<b>E=C+D</b>	<b>12*E</b>
Project Director	1				
Manager Skill Gap and Training Need Analysis	1				
Manager Placement	1				
Manager Social Mobilization	1				
Manager MIS and Monitoring	1				
Manager Finance and Procurement	1				
Manager Special Initiatives	1				
Manager Sectors	27				
District Skill Experts	72				
<b>Sub Total Cost</b>	Total (Part 1)				
<b>Part 2:</b>					
<b>Other Expenses:</b>					
Other expenses for PMU (Travelling, Visits, out of pocket expenses, Office expenses etc.)- State	34				

PMU (Lumpsum)					
Other expenses for PMU (Travelling, Visits, out of pocket expenses, Office expenses etc.)-District Skill Experts (Lumpsum)	72				
<b>Sub Total Cost</b>	Total (Part 2)				
<b>Grand Total for 12 Month (Part 1 + Part 2) in figures</b>					<b>Total (Part 1+ Part 2)</b>
<b>Grand Total for 12 Month (Part 1 + Part 2) in words</b>					

## **20. Deliverables by the Project Management Consultant**

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### **Deliverables by the Project Management Consultant**

- The Project Head of the Program Management Unit shall take a holistic view of all the tasks to be performed as mention in Key tasks & responsibilities of PMU and Scope of work. The Project Head in consultation with the BSDM shall assign tasks/role as mentioned in Proposed PMU Structure to individual resource persons. The Tasks assigned shall be described in details and the deliverables of the tasks shall also be defined. The time frame for assigned tasks to each individual consultant shall also be defined. The BSDM shall in consultation with the Project Head will design a performance report form to be filled by every resource provided by the Project Management Consultant at the end of every month. The performance report shall indicate the tasks assigned to the resource on the basis of the tasks identified for every resource as per above role and responsibility and the achievement of the person against the tasks assigned.
- BSDM shall carry out a review of the performance of each resource every one year. BSDM shall have theright to terminate the service of a resource person based on the performance review and shall direct the Project Management Consultant to replace the resource. The resource shall be replaced within 30 days of suchtermination. The replaced resource person shall have the same or higher qualification than that mentioned in eligibility. BSDM may also request the Project Management Consultant to replace a resource with a notice of 30 days if the monthly progress report of the resource is not found satisfactory. Failure to replace the resourceperson under these circumstances shall lead to non-payment of any remuneration for the resource for the aforesaid period and an imposition of penalty equivalent to 25% of the remuneration payable to the resource for the period resource is not made available. Failure to provide resources as per condition laid out in this tender beyond a period of 120 days may also lead to the termination of this contract.

**Tech 4**  
**Important Information and Details**

Sl. No.	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, Society/Trust etc.)	
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> <b>Also submit Audited Financial statements for all the FYs.</b>
11	Net worth as on 31-03-2020	As on 31-03-2020 _____/- Submit a CA Certificate stating the above figure <i>Page No. in which CA Certificate has been enclosed: ___</i>
12	Annual turnover from Government consulting services in India in each of the last 3 financial years (FY 2017-18, 2018-19 and 2019-20).	FY 2017-18: _____/- FY 2018-19: _____/- FY 2019-20: _____/- Submit a specific CA Certificate for Turnover from Govt. Consulting Services.
13	PAN Number	<i>Page No. at which enclosed: ___</i>
14	GSTIN Number	<i>Page No. at which enclosed: ___</i>
15	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>
16	The Bidder should have worked/working on at-least 1 Skill Development Project during the last 5 years each of value >= INR 2 Cr, with any Central Govt/ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India.	Prior Experience Certificates/ Letter of Award/ Agreement etc. in support for the same <i>(Page No. From _____ to _____ at which enclosed)</i>



17	The agency should have experience of undertaking consulting assignments as Project Management Consultant/Project Management Unit/Technical Support Agency for State Skill Development Missions/State Rural Livelihood Missions in India	Prior Experience Certificates/ Letter of Award/ Agreement etc. in support for the same <i>(Page No. From _____ to _____ at which enclosed)</i>
18	The Agency must have on its pay roll at least 250 technically qualified personnel in the area of consulting/advisory/ research services.	Certificate from HR of the organization  <i>Page No. at which enclosed: ___</i>
19	Experience of at least three Government Projects in Project Management, in India with (Central/ State Government Department /Agency or Multi Lateral Funding Agency project in India) for which it should have executed / under execution advisory projects in excess of INR 3 Crores each (including taxes), as a Lead Project Management Consultant as part of a contract (including extension contract if any) in the last 5 years and at least two should be completed satisfactorily.	Signed Work Order or Agreement should be provided. Satisfactory completion certificate from purchaser or full and final payment letter.  <i>Page No. at which enclosed: ___</i>
20	One Copy of the whole of the RFP document with each page signed and stamped.	<i>Page No. at which enclosed: ___</i>

**Annexure-I**

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

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**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 practices 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 or Board Resolution in favour of Authorized Representative)**

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

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

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

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

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

For..... ;

{ Signature, name, designation and address }

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.  
2.