

## REQUEST FOR PROPOSAL (RFP)

### FOR SELECTION OF AN AGENCY WHICH WILL ACT AS

- a. Knowledge Framework Provider (Portal) for all Skill Development Programs Management (KFP-SDPM)
- b. eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
- c. Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
- d. State-wide Implementation, Monitoring, Maintenance and Operation Support for all above and Skill Development Programs for entire contract duration

**under *Build-Operate-Transfer (BOT) model* for Bihar Skill Development Mission (BSDM)**



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**RFP No: BSDM/02/2022-2023**

**Date: 15.04.2022**

**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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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/02/2022-2023**

Date-

Additional Chief Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Two Bid System) from reputed and experienced organizations for selection of an agency which will act as:

- a) Knowledge Framework Provider (Portal) for all Skill Development Programs Management (KFP-SDPM)
- b) eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
- c) Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
- d) State-wide Implementation, Monitoring, Maintenance and Operation Support for all above and Skill Development Programs for entire contract duration

**under Build-Operate-Transfer (BOT) model for BSDM.**

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

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable Document Fee of Rs. 15,000/-** (Rupees Fifteen Thousand only) and Tender Processing Fee of Rs. 590.00 or as applicable (Five Hundred Ninety 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/-** (Ten Lac) **through e-payment mode only** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

**The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> and can be searched by clicking the Tab “Tender” on home page of above website and then going to Latest Tender by searching Department Name as “Labour Resources Department”.**

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

- A) Technical Bid Open Stage and B) Cost Bid Open Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the “e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be **available to download** from the above websites **from 15.04.2022**. The **Pre-bid meeting** will be held on **03:00 PM of 26.04.2022 (both physically and virtually)**. The last date for uploading of proposal/bid will be **13.05.2022 up to 15.00 Hrs**. Technical Bid will be opened on or after **13.05.2022 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 for the same.

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

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

**Tender Schedule/Programme:**

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 15.04.2022 ( <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	25.04.2022 up to 15.00 Hrs. on <a href="mailto:rakesh.ranjan2044@gov.in">rakesh.ranjan2044@gov.in</a>
3.	Date, Time and Place of Pre-Bid Meeting	Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 03:00 PM of 26.04.2022.  A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.
4.	Publishing of Pre-Bid queries response	Latest by 28.04.2022 on best effort basis at e-proc website/BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	13.05.2022 up to 15.00 Hrs. ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )
6.	Date & time for opening of Technical Bid	On or after 13.05.2022 post 16:00 Hrs. ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
8.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
9.	Method of Selection	QCBS
10.	Bidding in Consortium/Joint Venture	YES (The Maximum number of consortium members are not specified) However, a consortium agreement clearly specifying, the name of lead partner and other partners, roles and responsibilities of each partner under this project and clearly stating the joint and several liability for execution of this project must be submitted as part of consortium agreement.
11.	Bid Proposal Validity	365 days from the date of opening of bid
12.	Agreement Period	05 year from the date of signing of contract; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of BSDM.
13.	Contact person/Nodal Officer for queries	Mission Manager (Program& Implementation) Email: <a href="mailto:rakesh.ranjan2044@gov.in">rakesh.ranjan2044@gov.in</a> contact no: 0612-2528455/7979844165

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the

delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."

- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
  - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
  - ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 365 days from Last date of Bid submission.
- **Pre-Bid Meeting:** BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment, may not be entertained.

**BSDM will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP.** BSDM may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of BSDM regarding acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or ([www.skillmissionbihar.org](http://www.skillmissionbihar.org)) and no bidders/participant would be intimated individually about the responses of BSDM.

**Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.**

**A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.**

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of BSDM, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

**Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only, else the queries may not be entertained by BSDM:**

Organization Name: Designation:		Name of representative: E Mail Address:	
S.N.	RFP Document reference, Section and Page No.	Content of RFP requiring clarification(s)	Points of clarification(s)

- **For support related to e-tendering process, bidders may contact at following address:**

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2<sup>nd</sup> Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. **“Toll Free Number: 1800 572 6571”**  
Email ID: eproc2support@bihar.gov.in.

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

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

### **e-Tendering Process Related Instructions.**

**Submission of Proposals Through electronic mode only:**

1. The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).



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

**Note: "Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc2.bihar.gov.in](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."**

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

#### **DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the BSDM 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 BSDM. 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 BSDM, 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 obtains 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 BSDM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSDM, 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 BSDM also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this “RFP”.

The BSDM 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”.

## **Section 1- Letter of Invitation (LOI) and important information**

**Dear Sir / Madam,**

The BSDM intends to enter into an arrangement for the provision of services broadly outlined but not limited to the Terms of Reference (ToR) through a competitive bidding process. In this respect, BSDM would like to invite interested organizations, to submit the requisite information with respect to Pre-Qualification criteria, Technical and Financial proposals as outlined in this RFP.

### **1. About BSDM:**

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

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

### **Objectives of the Mission:**

- To facilitate generation of adequate employment opportunities through a policy framework.
- 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 the neediest sections of the population.
- Management of skill development agenda of the State of Bihar.

### **Focus on Employability of Youth:**

Government of Bihar has, therefore, has launched major programs to skill its youth in a mission mode manner on a state-wide scale under the auspices of BSDM. Under these programs the State Government is committed to help the youth in the state in enhancing their employability and self-employability by developing various competencies within them. These programs will have special emphasis on those who have passed either standard 10<sup>th</sup> examination or 12<sup>th</sup> (i.e. 10+2) examination. These programs shall primarily focus on helping the youth attain higher levels of productivity, efficiency, quality and an entrepreneurial mind set at their workplaces in diverse domains.

### **Kushal Yuva Program (KYP):**

In addition to the various domain specific skills approved by Sector Skill Councils, and other central/ state sponsored and/or approved skilling programs, BSDM has conceptualized the “**KYP program**” as a mass digital literacy drive along with language and soft skills in order to address other prevalent challenges such as lack of digital awareness, ineffective communication skills, access to skilling endeavours. KYP is a part of one of the “7 resolves” of the Bihar Govt. viz., ‘Arthik hal, Yuvaon ko bal’ which has been launched for employability enhancement of youth of Bihar and comprises of :

- Information Technology (IT) Awareness, Literacy, Functionality and Kushal Use of various IT Tools in Real Life Applications, hereinafter referred to as Basic IT Literacy Skills (120 Hours)
- English / Hindi Communication Skills (80 Hours)
- Soft Skills and Life Skills for Workplace Readiness hereinafter referred to as Soft Skills (40 Hours)

Training in above skills is of utmost importance as it increases the employability of youth, helps in smooth shift from homes to places with high employment potential and also helps in retention at workplace.

## **2. Description of Expertise and Experience Invited by BSDM under this RFP:**

In order to benefit from single point co-ordination advantages for the Kushal Yuva Program and Domain / Core Skill Training Program implementation support, BSDM is looking for selection of an “Agency” meeting Pre-qualification conditions as stipulated in the Serial Numbers (SN) 13, 14 and 15 of the Data Sheet. Such Agency should have the wherewithal to assist BSDM to run the Core Skilling and Kushal Yuva Program by providing:

- a) Knowledge Framework Provider (Portal) for all Skill Development Programs Management (KFP-SDPM)
- b) eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
- c) Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
- d) State-wide Implementation, Monitoring and Operation Support for Skill Development Programs for entire contract duration

**under Build-Operate-Transfer (BOT) model for BSDM. The IT Portal, LMS and E-Contents as specified in the RFP will have to be built-operated-transferred and maintained for entire contract duration.**

Such “Agency” should be able to provide all the services mentioned above. Intending Agencies who do not have the means to provide all the services as above will not be considered eligible.

***Please refer section “Terms of Reference (TOR)” for detailed description of scope of work. Bidders are strongly advised to visit BSDM website and Skill Development Centers (SDCs) etc. to have clear understanding about BSDM programs, implementation methodologies and other important aspects.***

3. The Total duration of the Services will be 5 years (extendable based on requirement and mutual agreement) from the date of signing of agreement by both the parties.
4. The details regarding eligibility criteria, scope of work, application procedures, selection methodology and other terms and conditions have been clearly stated in this RFP document.
5. The Agency shall be selected in accordance with the Quality and Cost Based Selection (QCBS) method.
6. The RFP includes the following documents:
  - Section 1 – LOI and Important Information
  - Section 2 - Instructions to Agencies and Data Sheet
  - Section 3 – Pre-Qualification Proposal Formats
  - Section 4 - Technical Proposal FTP - Standard Forms
  - Section 5 - Financial Proposal - Standard Forms
  - Section 6 - Terms of Reference
  - Appendix I – Form of Contract
  - Appendix II – Form of Consortium Agreement
7. The bidders shall submit their proposal, 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.

8. 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.**
9. The Tendering Authority reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.
10. Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

Yours sincerely,

SD/

Mission Director,  
Bihar Skill Development Mission  
Department of Labour Resources,  
Government of Bihar, -cum- CEO, BSDM

## Section 2 – Instructions to Agencies and Data Sheet

### General Provisions

#### Definitions

- “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Agency.
- “Client” means the implementing agency (Bihar Skill Development Mission, a Society under Department of Labour Resources, Government of Bihar.) that signs the Contract for the Services with the selected Agency.
- “Agency / Bidder” means of an organization registered / incorporated under Indian Acts meeting the Pre-qualification conditions OR (b) Consortium of organizations meeting Pre-qualification conditions as stipulated respectively in the Data Sheet.
- “Consortium/Joint Venture” means a group of organization formed by an Agreement provided in Appendix II of this RFP to undertake the assignment.
- “Contract / Agreement” means the individual contracts to be signed between the successful bidder and BSDM, for Scope of work including all attachments, appendices, all documents incorporated by reference there together with any subsequent modifications, the tender document, the bid offer, the acceptance and all related correspondences, clarifications, if any.
- "Authorized Representative" shall mean any person duly and formally authorized by either of the parties.
- "eCP-KYP" means e-Content Provider for Kushal Yuva Program accordingly.
- “Data Sheet” means an integral part of the Instructions to Agency (ITA) Section 2 that is used to reflect specific country and assignment conditions to supplement (but do not overwrite the conditions in ITA)
- “Day” means a calendar day.
- “State Government” means the Government of Bihar.
- “Key Expert(s)” means an individual professional whose skills, sector experience, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- “ITA” (Section 2 of the RFP) mean the Instructions to Agency that provides Agencies with all information needed to prepare their Proposals.
- “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Client to the prospective bidders.
- “LOA” means the Letter of Award sent by client to the selected Agency.
- **“Proposal/Bid” means the Prequalification Proposal, Technical Proposal and the Financial Proposal of the Agency in response to the RFP submitted only through prescribed on-line medium on eproc portal.**
- “RFP” means the Request for Proposals prepared by the Client for the selection of Agencies
- “Services” means the work to be performed by the Agency pursuant to the Contract.
- “TOR” (Section 6 of the RFP) means the Terms of Reference that broadly explain but not limited to the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.
- “BSDM” means Bihar Skill Development Mission a Society registered under Department of Labour Resources, Government of Bihar.
- “Centre” means a Training/Skill Development Centre in rural or urban area where the Skill Trainings will be imparted under BSDM or different departments in the state of Bihar
- “KYP” Program means a Program wherein training in English / Hindi Communication Skills, Information Technology (IT) Skills, Life Skills for Workplace Readiness are imparted.
- “Core Skill” Program means Skill Training in domain skill courses prescribed in the list of Qualification Packs (QPs) of Sector Skill Councils (SSCs) or domain skill

	<p>courses prescribed by any other body recognised or approved by BSDM.</p> <ul style="list-style-type: none"> <li>• “Knowledge Framework” means a dynamic portal for all the Skilling Programs having attributes broadly outlined but not limited to the details provided in the TOR of this RFP.</li> <li>• “SSC” means Sector Skill Council</li> <li>• “NSDC” means National Skill Development Corporation</li> </ul>
<b>1. Introduction</b>	<p>1.1 The Client named in the <b>Data Sheet</b> intends to select an Agency, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>1.2 The Agencies are invited to submit a Prequalification Proposal, Technical Proposal and a Financial Proposal as specified in the Data Sheet, for services required for the assignment named in the Data Sheet, only through on-line medium on eproc portal.</p> <p><b>1.3 <i>The Agencies should familiarize themselves with the BSDM, visit BSDM website, skilling initiatives of BSDM, Process and Cost Norms of BSDM, current functionalities on BSDM portal, local conditions etc. and take them into account in preparing their Proposals.</i></b></p> <p>1.4 The Client on its discretion, at no cost to the Agencies, may provide the inputs, relevant project data, and reports required for the preparation of the Agency’s Proposal as specified in the <b>Data Sheet</b>.</p>
<b>2. Conflict of Interest</b>	<p>2.1 The selected Agency shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Agency and its affiliates shall not engage in activities that conflict with the interest of the BSDM / Government of Bihar (GoB) under the contract. It should be the requirement of the contract that the Agency should provide professional, objective and impartial services and at all times hold the BSDM / GoB interest paramount, without any consideration for future work, and that in providing services they avoid conflicts with other assignments and their own interests. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.</p> <p>2.2 The Agency has an obligation to disclose to the Client 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 Agency or the termination of its Contract.</p> <p>2.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the <b>Data Sheet</b>, the Agency shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) Conflict between activities and procurement of goods, works or services: An Agency that has been engaged to provide goods, works, or services for this project, and each of its affiliates, shall be disqualified from providing implementation services related to those goods, works or services including delivery of any type of training or skilling within the BSDM / Government of Bihar for similar content / courses as will be run by BSDM.</p>
<b>b. Conflicting assignments</b>	<p>(ii) <u>Conflict among assignments</u>: Neither the Agency (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency.</p> <p>The Agency cannot be empanelled as a Training Service Provider/Skill</p>

	<p>Development Center (SDC) with Bihar Skill Development Mission (BSDM) or any other Department in the State of Bihar.</p> <p><i>The selected Agency will not be further able to take up new assignments for skill development in any Department in the State of Bihar, until so permitted by CEO, BSDM in writing.</i></p>
<p><b>c. Conflicting relationships</b></p>	<p>(iii) <u>Relationship with the Client’s staff</u>: an Agency (including its Experts and Sub-agencies) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p>
<p><b>3. Unfair Competitive Advantage</b></p>	<p>3.1 Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question.</p>
<p><b>4. Corrupt and Fraudulent Practices</b></p>	<p>(a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this “RFP”, BSDM shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “<b>Prohibited Practices</b>”) in the Selection Process. In such an event, the BSDM shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or security deposit as damages payable to the BSDM for, inter alia, time, cost and effort of the BSDM, in regard to the “RFP”, including consideration and evaluation of such Bidder’s Proposal.</p> <p>(b) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:</p> <ul style="list-style-type: none"> <li>• “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BSDM who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BSDM, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical/ adviser of the BSDM in relation to any matter concerning the Project;</li> <li>• “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;</li> <li>• “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;</li> <li>• “undesirable practice” means (i) establishing contact with any person</li> </ul>



	<p>connected with or employed or engaged by the BSDM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and</p> <ul style="list-style-type: none"> <li>• “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.</li> <li>• “Collusion with Training Providers” means any system generated Software features / functionalities or any other collusive practises that will give any direct / indirect benefit – monetary or otherwise to a training provider, employee or an external assessing agency. This clause will apply for other stakeholders as well – like learners, students, content providers, BSDM employees, examiners etc.</li> <li>• Collusion with Other stakeholders” means any system generated Software features / functionalities or any other collusive practises that will give any direct / indirect benefit – monetary or otherwise to other stakeholders like learners, students, content providers, BSDM employees, examiners etc.</li> </ul>
<p><b>5. Eligibility</b></p>	<p>It is the Agency’s responsibility to ensure that it meets the eligibility requirements as mentioned in this document</p>
<p><b>6. Criteria for Consortium / Joint Venture participation in the bids</b></p>	<p><b>6.1 Bids submitted by a consortium shall comply with the following requirements:</b></p> <ul style="list-style-type: none"> <li>• The Maximum number of consortium members are not specified.</li> <li>• There shall be a Consortium Agreement (Appendix II) specific for this assignment between the constituent firms, indicating clearly, amongst other thing, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, this will be between the consortium members to decide the lead partner and other partner among themselves. A copy of the Consortium agreement properly executed on a stamp paper, clearly specifying, the name of lead partner and other partner, roles and responsibilities of each partner under this project and clearly stating the joint and several liability for execution of this project must be submitted/added as part of consortium agreement format in Appendix II and shall be necessarily submitted with the bid. <ul style="list-style-type: none"> <li>○ The consortium so formed may also have to be registered with the concerned department after issue of LOA.</li> <li>○ In case of Consortium, if the Agency does not submit the Agreement or Letter of Intent for Consortium, the bid shall be summarily rejected at the Prequalification stage.</li> </ul> </li> </ul> <p>6.2 The bid, and in the case of the successful bidder, the form of agreement, etc, shall be signed and/or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuring contract in respect of Agreement of Arbitration, etc). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the partners to conclude Contract Agreement.</p> <p>6.3 Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners in favour of the Authorised signatory of the Lead Partner.</p> <p>6.4 The partner-in-charge shall be authorized to incur liabilities and to receive instruction for and on behalf of the partners to the consortium, whether jointly or severally and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge.</p> <p>6.5 All the partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with contract terms, and a relevant statement to this effect shall be included in the authorization mentioned above as well as in the Form of tender and the Form of Agreement (in case of a successful bidder).</p>

	<p>6.6 In the event of default, All the partners of the Consortium will retain the full and undivided responsibility for the performance of their obligations under the contract and/or for satisfactory completion of the work.</p> <p>6.7 The bid submitted shall include all the relevant information as required under the provisions of ITA / Data Sheet and furnished separately for each partner.</p> <p>6.8 The bank guarantee/other suitable instrument etc. shall be issued through Lead Partner of the Consortium and pledged in favour of Client.</p> <p>6.9 The Consortium must fulfil the minimum qualification as specified under prequalification conditions.</p>
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## **Important Terms and Provisions**

### **A. Preparation of Proposals**

<b>1. General Considerations</b>	1.1 In preparing the Proposal, the Agency 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.
<b>2. Cost of Preparation of Proposal</b>	2.1 The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client 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 and to disclose reasons thereof to the Agency.
<b>3. Language</b>	3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the client shall be written in the English language.
<b>4. Documents Comprising the Proposal</b>	<p>4.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>4.2 The Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, Indian laws against fraud and corruption (including bribery).</p>
<b>5. Only One Proposal</b>	5.1 The Agency shall submit only one Proposal.
<b>6. Proposal Validity</b>	<p>6.1 The Agency'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 tendering BSDM as nonresponsive bid</p> <p>6.2 In exceptional circumstances, prior to the expiration of the bid validity period, the tendering 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.</p>
<b>a. Extension of Validity Period</b>	<p>6.3 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 Agencies who submitted Proposals prior to the submission deadline to extend the Proposal's validity.</p> <p>6.4 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Sub-Contracting</b>	6.5 The Agency shall not be entitled to subcontract any of the Services in full or part.

<p><b>7. Clarification and Amendment of RFP</b></p>	<p>7.1 The Agency may request a clarification on any part of the RFP before or during the pre-bid meeting. period indicated in the <b>Data Sheet</b> before the Proposals’ submission deadline. Should the Client deem it necessary to amend the RFP as a result of a clarification or on its own, it shall do so following the procedure described below:</p> <p>7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment and post the same on the website. The Agencies in their own interest are requested to visit the website regularly during the tender currency period.</p> <p>7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Agencies reasonable time to take an amendment into account in their Proposals.</p> <p>7.2 Clarification on bids by BSDM: To assist in the examination, evaluation and comparison of Bids, BSDM at its discretion, may ask the Bidder for clarification(s) regarding its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted during the process of seeking clarifications.</p>
<p><b>8. Preparation of Proposals – Specific Considerations</b></p>	<p>The Agency shall prepare its proposal as per the provisions of RFP.</p>
<p><b>9. Pre-Qualification and Technical Proposal Format and Content</b></p>	<p><u>Pre-Qualification proposal format and content</u></p> <p>9.1 It is must to meet all the pre-qualification criteria mentioned in the data sheet. The Technical Proposal will be opened only for those bidders which meet each prequalification criterion.</p> <p><u>Technical Proposal Format and content</u></p> <p>9.2 The Prequalification or Technical Proposal shall not include any financial information. A Prequalification or Technical Proposal containing financial bid information shall be declared non-responsive.</p> <p>9.3 The Agency is required to submit a Technical Proposal, as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p> <p><b><i>No Hard copy submission. Submission through e-proc portal only.</i></b></p> <ul style="list-style-type: none"> <li>• 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 (<a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a>). <b>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.</b> <ul style="list-style-type: none"> <li>❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system</li> <li>❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.</li> </ul> </li> <li>• The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their</li> </ul>

	<p>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.</p> <ul style="list-style-type: none"> <li>• Conditional Bids shall be out-rightly rejected.</li> </ul>
<b>10. Financial Proposal</b>	<p>10.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.</p> <p><b><i>No Hard copy submission. Submission through e-proc portal only.</i></b></p> <p><b><i>Format of financial bid as shown in this RFP is for reference only and not to be filled or scanned. Bidders will have to fill online financial bid format only.</i></b></p>
<b>a. Price Adjustment</b>	<p>10.2 No Price Adjustment shall be permissible during the contract period of 60 months.</p> <p>10.3 However, if there is an extension of services (based on performance of the agency and mutual agreement) after the initial contract period, then a 10% price escalation will be allowed for each year after the contract period.</p>
<b>b. Taxes</b>	<p>10.4 The Financial Proposal shall be inclusive of all taxes, levies and statutory liabilities except GST. GST at applicable rates will be paid extra by the client.</p> <p>10.5 Tax deductions at source wherever applicable will be deducted by the Client.</p> <p>10.6 If there would be any increase or decrease 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 except service tax.</p> <p>10.7 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.</p>
<b>B. Submission, Opening and Evaluation</b>	
<b>11. Submission of Proposal</b>	11.1 <b><i>No Hard copy submission. Submission through e-proc portal only.</i></b>
<b>12. Confidentiality</b>	<p>12.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agencies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>12.2 Any attempt by shortlisted Agencies or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal</p> <p>12.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<b>13. Opening of Proposals</b>	<b><i>Through E-proc as per schedule.</i></b>
<b>14. Proposals</b>	14.1 The Agency is not permitted to alter or modify its Proposal in any way after the

<b>Evaluation</b>	proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Pre-Qualification, Technical and Financial Proposals on e-proc portal.
<b>15. Evaluation of Pre-Qualification and Technical Proposals</b>	<p>15.1 The Client’s evaluation committee shall evaluate to validate the adherence to the Pre-Qualification Criteria given in <b>Data Sheet</b>. Bids which are found to be meeting or exceeding the Essential Qualification criteria shall be considered as responsive and eligible for Technical Evaluation.</p> <p>15.2 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p>
<b>16. Opening of Financial Proposals</b>	<b>16.1 Post Completion of Technical Evaluation, through E-Proc Portal.</b>
<b>17. Correction of Errors</b>	<p>17.1 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 allowed in the Financial Proposal.</p> <p>The Client’s evaluation committee will correct any computational or arithmetical errors only. 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.</p>
<b>18. Combined Quality and Cost Evaluation</b>	In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Agency achieving the highest combined technical and financial score may be invited for negotiations and award.
<b>C. Negotiations and Award</b>	
<b>19. Negotiations</b>	<p>As per the peculiarity of the assignment, the negotiations may be held at the date and address indicated in the Data Sheet with the Agency’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.</p> <p>The Client shall prepare minutes of negotiations that are signed by the Client and the Agency’s authorized representative.</p>
<b>Conclusion of Negotiations</b>	<p>The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Agency’s authorized representative.</p> <p>If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.</p>
<b>20. Award of Contract</b>	<p>After issuance of LOA by BSDM, the selected bidder shall endeavour to sign the contract with BSDM within 15 days. BSDM shall then publish the award information as per the instructions in the Data Sheet.</p> <p>The Agency is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>

## D. Security Deposit & Liquidity Damages

### 21. Security Deposit and Performance Guarantee

#### The Security Deposit (SD) will be as below:

An amount equal to 5% of each invoice value shall be retained by BSDM as Security deposit against Performance.

- Return of Security Deposit (SD): The accumulated SD shall be refunded after six months from the date of successful completion of the assignment but only after BSDM certified that all deficiencies notified to the Agencies have been corrected and after recovery of dues, if any.
- No interest will be paid by BSDM on the amount of SD.

#### Performance Guarantee (PG):

Within 15 days from the date of Letter of Invitation (LOI) from BSDM, the successful Bidder company/firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its Financial Proposal (i.e. 60 months total project value), by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in acceptable form to BSDM.

- A. The PG submitted will be valid for 66 months. However, in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project.
- B. Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment.
- C. Forfeiture of PG: PG shall be forfeited in the following cases:
  - I. When any terms and condition of the contract is breached.
  - II. When the selected Bidder fails to commence the services or fails to provide satisfactory deliverables after partially executing the purchase/work order or fails to perform in the expected manner as required under this RFP.

### 22. Liquidity Damages

Liquidity Damages will be capped up to the 25% value of the assignment.

## E. Project Deliverables and Payment Terms

### 23. Commencement of Services

The date for the commencement of services is within 15 calendar days of Letter of Award/agreement execution as per discretion of BSDM.

### 24. Project Deliverables

Please refer to the Section 6 - Terms of Reference (TOR)

### 25. IPR, Confidentiality, Indemnity

#### Intellectual Property Rights (IPR):

- IPR
- Data Rights
- Portal, LMS and the

#### Intellectual Property Rights (IPR):

The ownership of any data related to the various services under the purview of this project lies with BSDM. The bidder needs to ensure that complete data is available to BSDM in any format that may be required, throughout the project duration.

The portal, LMS and the eContent developed for BSDM, under this assignment/RFP will be the exclusive sole property of BSDM and will become the explicit Intellectual Property of BSDM only and cannot be used/claimed by the bidder in any manner whatsoever.

Intellectual Property in the context of this agreement shall refer to all such patents,

**eContent right**

**Confidentiality**

**Indemnity**

trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of this agreement.

Intellectual Property also includes Course name, Course material, content, methodology, assignments, question papers, educational and promotional content, whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement.

The software frameworks for the delivery of the courses/s being developed by the Bidder, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and the design, look and feel, will be the explicit Intellectual Property of BSDM only. Any third-party components licensed by Bidder/BSDM, if any, shall remain the property of those respective third parties;

All the intellectual property rights, to and in the models specified in this Agreement will be the exclusive intellectual property of BSDM and also other models which may be conceived, developed and shared with BSDM from time to time.

The bidder will hereby specifically undertake to inform the BSDM in writing, of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land.

Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

Upon expiration or termination of this Agreement, whichever is earlier, the bidder hereby agrees that-

- i. it shall not make any claim on the Trade Name, Trademarks, Service Marks, Logo, etc. of the BSDM nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the BSDM,
- ii. it shall desist from using the trade names, marks, stationery or other documentation issued by the BSDM embodying the intellectual property of the BSDM,
- iii. it will return to the BSDM or certify in writing to the BSDM as destroyed all copies of the intellectual property, in whole or in part, in any form, including partial copies, updates or modifications of the intellectual property created/developed for BSDM in connection with this Agreement.

**Confidentiality:**

Both the parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:

- (a) Inconsequential or obvious;
- (b) Already in its possession other than as a result of a breach of this clause; or
- (c) In the hands of the public other than as a result of a breach of this clause.

In the event of any of the parties becoming legally compelled to disclose any confidential

	<p>information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.</p> <p><b>Indemnity:</b></p> <p>Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to: -</p> <p>(a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;</p> <p>(b) failure to perform any obligations contained herein;</p> <p>(c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;</p> <p>(d) any wilful misconduct or negligent acts by it or any of its officers, directors, employees or agents.</p>
<p><b>26. Payment Schedule</b></p>	<p>26.1 Mobilization Advance:</p> <p>26.1.1 Considering the nature of assignment, an interest free Mobilization advance of 5% of total project value may be given, if requested by the Agency in writing within one month of the LOA. In such a case the agency shall execute a Bank Guarantee as per format acceptable to BSDM from a Scheduled Bank for an amount of 110 % of such advance before it is released. Such advance shall be in one or more instalments to be determined by the BSDM at its absolute discretion.</p> <p>26.1.2 If the Contract is terminated due to the default of Agency, the mobilization advance would be deemed as interest bearing advance at simple interest rate of 12% per annum.</p> <p>26.1.3 An amount equal to 10% of each invoice value shall be recovered by BSDM against recovery of Mobilization Advance till complete recovery. The BG will be released after recovery of entire amount of Mobilization advance.</p> <p>26.2 Payment shall only be made based on the services provided.</p> <ul style="list-style-type: none"> <li>○ Bidder will raise a total of 04 equal Quarterly invoices for portal, eContent and LMS (i.e for C1, C2 and for C3 of financial bid) along with the sign off of related documents thereof. BSDM will release the quarterly payments, only upon satisfaction, in terms of project deliverables, smooth and glitch free implementation, and timelines.</li> <li>○ For manpower services quarterly invoices will be raised till the contract period.</li> <li>○ BSDM, Department of Labour Resources, Government of Bihar will pay it within 30 days from the receipt of the invoice through NEFT/RTGS in the bidders account or through cheque. Payment to the bidder shall be paid by BSDM within 30 days</li> </ul>
<p><b>27. Penalty Clause</b></p>	<p>In case the deliverable is delayed beyond the scheduled date or the revised scheduled date (as agreed by BSDM in writing), a penalty @ 1.5% of the assignment value per week of delay may be imposed on the Agency, as per decision of CEO, BSDM. If the delay is beyond 02 months, then BSDM has the right to issue the termination notice.</p> <p>However, the maximum penalty which can be imposed will be restricted to 10% of the</p>



	<p>amount of total assignment value.</p> <p><i>For this purpose, the total assignment value would be the cumulative invoiced amount till date.</i></p> <p>Note:</p> <ol style="list-style-type: none"> <li>a) The time specified for delivery in the TOR shall be deemed to be the essence of the contract and the selected agency shall arrange services within the specified period.</li> <li>b) <b><i>Delivery period may be extended with or without penalty, if the delay in the supply of service is on account of hindrances beyond the control of the selected agency as per satisfaction of CEO, BSDM</i></b></li> <li>c) The selected agency shall request in writing to BSDM giving reasons for extending the delivery period of service, if Agency finds itself 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 30 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained</li> <li>d) 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 penalty.</li> <li>e) If BSDM agrees to extend the delivery period / schedule, an amendment to the contract (Letter / Order) with suitable denial clauses and with or without penalty, 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.</li> <li>f) It shall be at the discretion of BSDM to accept or not to accept the supply of services rendered by the Agency 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.</li> <li>g) 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.</li> </ol>
<p><b>28. Third Party Assessment of deliverables</b></p>	<p>BSDM may appoint a team of experts for regular assessment of the deliverables of the Agency before they are sent to the BSDM committee for payment release. This team will work in close coordination with the BSDM for any issue resolutions too.</p>
<p><b>29. Earnest Money Deposit (EMD)</b></p>	<ol style="list-style-type: none"> <li>i. The Bidder shall furnish, as part of its pre-qualification bid, an EMD as bid security of INR 10,00,000/- (Rupees Ten lakhs only).</li> <li>ii. The bid security is required to protect BSDM, DEPARTMENT OF LABOUR RESOURCES, GOVERNMENT OF BIHAR against the risk of Bidder's conduct, which would warrant the security's forfeiture</li> <li>iii. Unsuccessful Bidder's EMD will be returned as promptly as possible, but not later than 90 days after the award of the contract to the successful bidder.</li> <li>iv. The successful Bidder's EMD will be discharged upon the Successful Bidder signing the Contract and submission of performance bank guarantee.</li> <li>v. No interest will be payable by the BSDM, DEPARTMENT OF LABOUR RESOURCES, GOVERNMENT OF BIHAR on the amount of the EMD.</li> <li>vi. <b><i>The bid security may be forfeited:</i></b> <ol style="list-style-type: none"> <li>a. When the bidder withdraws or modifies his bid proposal after opening of bids; or</li> <li>b. In the case of a successful Bidder, if the Bidder fails to sign the Contract.</li> <li>c. When the Bidder engages in <b>Prohibited Practices</b> as per respective clause of Section 2 of this RFP.</li> </ol> </li> </ol>

**F. Other Terms and Conditions**

**30. Interpretation**

- 30.1 If the context so requires it, singular means plural and vice versa
- 30.2 Entire Agreement: The Contract will constitute the entire agreement between the BSDM and the Selected bidder and will supersede all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 30.3 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 30.4 Non-waiver: Subject to the condition (30.5) 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.
- 30.5 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.
- 30.6 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.

**31. 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 only.

**32. Force Majeure**

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

<p><b>b. No Breach of Agreement</b></p>	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar 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 Agency shall not be liable for forfeiture of its SD and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p>
<p><b>c. Measure to be taken</b></p>	<ul style="list-style-type: none"> <li>• A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</li> <li>• 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 thirty (30) 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.</li> <li>• The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</li> </ul>
<p><b>d. Extension of time</b></p>	<p>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 action as a result of Force Majeure.</p>
<p><b>e. Payments</b></p>	<p>The Force Majeure is applied to only those Districts which have been so stated by CEO, BSDM in writing; is part of Government of Bihar directives and is agreed by Agency. Payments of the non-impacted districts will be calculated and given as per the payment schedule and Agency will not be penalized for the non-performance of the force majeure applied districts. Computing of performance will also be adjusted on pro rata basis.</p> <p>In the event of Force Majeure is applied to the whole state of Bihar, then BSDM will continue to follow the payment schedule by giving concession to Agency 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.</p>
<p><b>f. Consultation</b></p>	<p>Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, 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.</p>
<p><b>33. Change Orders and Contract Amendments</b></p>	<p>33.1 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.</p> <p>33.2 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 rates under Financial Proposal will be used to calculate the cost of the additional work / change request.</p> <p>33.3 The Rates will be valid for the period of the contract (60 months) and will have 10% price escalation for each year after the contract period.</p>
<p><b>34. Termination Clauses</b></p>	
<p><b>a. Termination</b></p>	<ul style="list-style-type: none"> <li>• BSDM may, without prejudice to any other remedy for breach of contract, by a</li> </ul>

<p><b>for Default</b></p>	<p>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 60 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> <li>○ 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</li> <li>○ 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</li> <li>○ 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.</li> <li>○ If the selected bidder commits breach of any condition of the contract</li> </ul>
<p><b>b. Termination for Insolvency</b></p>	<p>BSDM may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BSDM.</p>
<p><b>c. Termination for Convenience</b></p>	<ul style="list-style-type: none"> <li>• BSDM, by a written notice of at least 30 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.</li> <li>• In such case, BSDM will pay for all the pending invoices as well as the work done till that date by the Agency.</li> <li>• 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.</li> <li>• Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including loss of 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.</li> </ul>
<p><b>d. Termination by BSDM</b></p>	<ul style="list-style-type: none"> <li>• The BSDM may, by not less than thirty (30) days’ written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if: <ul style="list-style-type: none"> <li>○ The Agency 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;</li> <li>○ The Agency 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;</li> <li>○ The Agency fails to comply with any final decision reached as a result of arbitration proceedings.</li> </ul> </li> </ul>

- Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the BSDM would like to terminate the contract for reasons not attributable to the Agency's performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 60 months.
- If the BSDM would like to terminate the contract for reasons attributable related to the Agency's performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.

**e. Termination by Agency**

The Agency may, by not less than three (03) months 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 sixty (60) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the BSDM of the Agency's notice specifying such breach;
- If there are more than 2 un-paid invoices and BSDM fails to remedy the same within 60 days of the submission of the last un-paid invoice
- as the result of Force Majeure, the Agency 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 Agency within 30 days of the contract termination.

Suspension:

The BSDM may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency hereunder if the Agency 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 Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension. The above action will be taken by BSDM after approval of the Evaluation Committee

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

<b>35. Cessation of Services</b>	Upon termination of this Agreement by notice of either Party to the other the Agency 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.
<b>36. Disputes Resolution</b>	
<b>a. Amicable settlement</b>	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 CEO BSDM, who will take decision within 60 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.
<b>b. Arbitration</b>	<p>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 Agency 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.</p> <p>The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.</p> <p>The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).</p> <p>When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
<b>37. Disqualification</b>	<p>The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> <li>• Not submitted in accordance with this document.</li> <li>• During validity of the bid or its extended period, if any, the bidder increases his quoted prices.</li> <li>• 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.</li> <li>• Bid received in incomplete form or not accompanied by EMD / Tender fee / all requisite documents.</li> <li>• Bidder submits conditional bids.</li> <li>• Bidder indulges in canvassing in any form to win the contract.</li> <li>• 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.</li> </ul>
<b>38. Responsibilities of BSDM</b>	<p>38.1 Issuance of various government orders/policy amendments as per requirement of the project.</p> <p>38.2 Assigning of relevant officials as per project need.</p>

- 38.3 Resolution of problems and disputes
- 38.4 Timely payments to the Agency
- 38.5 Facilitate coordination with different stakeholders

## H. Data Sheet

<b>A. General</b>	
<b>SN</b>	<b>Reference</b>
<b>1</b>	<b>Location of the Project:</b> Bihar, India
<b>2</b>	<p><b>Name of the Client:</b> Bihar Skill Development Mission (a Society registered under Department of Labour Resources, Government of Bihar).</p> <p><b>Method of selection:</b>            Combined Quality cum Cost Based System (QCBS) - 70:30            With a minimum cut-off of 70 marks in the technical evaluation.</p>
<b>3</b>	<p><b>Submission of Prequalification, Technical and Financial Proposal only through E-Proc Portal:</b>            Yes</p> <p><b>The name of the assignment is:</b>            Selection of an Agency which will act as:</p> <ul style="list-style-type: none"> <li>a) Knowledge Framework Provider (Portal) for all Skill Development Program's Management (KFP-SDPM)</li> <li>b) eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally</li> <li>c) Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)</li> <li>d) State-wide Implementation, Monitoring and Operation Support for Skill Development Programs</li> </ul> <p><b>under Build-Operate-Transfer (BOT) model for Bihar Skill Development Mission (BSDM)</b></p>
<b>4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>For all relevant information related to BSDM, please visit BSDM website.</p>
<b>B. Preparation of Proposals</b>	
<b>5</b>	<b>This RFP has been issued in the English language.</b>

	<p><b>Proposals shall be submitted in</b> English language.</p> <p><b>All correspondence exchange shall be in</b> English language.</p>
6	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>Order of scanning and upload of proposal at E-Proc:</u></b></p> <p><b><u>Order of Scanning of Pre-Qualification Proposal:</u></b></p> <p>(1) Cover Letter / Undertaking (Form Prequal-1)  (2) Power of Attorney for Signing of Application (Form Prequal-2)  (3) Affidavit for non-blacklisting (Form Prequal-3)  (4) Pre-Qualification Criteria (Form Prequal-4)  (5) CA Certificate for Turnover and Net worth (Form Prequal-5)  (6) CA Certificate (Form Prequal-6)  (7) CA Certificate (Form Prequal-7)  (8) CA Certificate (Form Prequal-8)  (9) Undertaking (Form Prequal-9)  (10) Undertaking (Form Prequal-10)  (12) Form of Consortium Agreement – Appendix II (If applicable)</p> <p><b><u>FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p>(1) TECH-1 (A&amp;B)  (2) TECH-2  (3) TECH-3</p> <p>AND</p> <p><b><u>Financial Proposal as per online E-proc format only.</u></b></p> <p><i>Not to be mentioned or uploaded in Technical proposal else rejected.</i></p>
7	<p><b>Statement of Undertaking is required:</b> Yes, (Form Prequal-1)</p>
8	<p><b>Proposals must remain valid for <u>365</u> calendar days after the proposal submission deadline</b></p>
9	<p><b>Out of pocket Expenses / Per-diem / Statutory Levies / Taxes etc.:</b> Nothing will be paid over the Financial Quote except GST on applicable rates. GST will be paid extra on applicable rates and should not be quoted in financial bid. All such expenses / Per-diem / statutory levies / taxes etc. will be treated as inclusive in the Financial Quote.</p>
10	<p>No Price Adjustment shall be permissible during the contract period of 60 months.</p> <p>However, if there is an extension of services (based on performance of the agency and mutual agreement) after the initial contract period, then a 10% price escalation will be allowed for each year after the contract period.</p>
11	<p><b>The Financial Proposal shall be stated in the following currencies:</b> INR only</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
12	<p><b>The Agency must submit/upload:</b></p> <p>(a) Pre-Qualification Proposal  (b) Technical Proposal  (c) Financial Proposal</p>



No Hard Copy submission.

13

**Pre-Qualification Criteria:**

SN	Parameter	Supporting documents to be provided
1	<p>The Sole Bidder / all organizations, in case of a consortium must be incorporated and registered in India, under Companies Act / Societies Act / Indian Partnership Act / Indian Trusts Act and should <b>be in operations continuously for at least 5 years</b> as on the last date of submission of bid.</p>	<p>Copy of Certificate of Incorporation / Registration</p> <p>(In case of a Consortium, all the Consortium partners will have to submit the above evidence)</p>
2	<p>The Sole Bidder / Lead Partner in case of consortium, should have a minimum annual turnover of Rs. 50 Crores and should have a positive net worth in each of the last three financial years i.e. (FY 2017-18), (FY 2018-19) and (FY 2019-20).</p> <p>(In case of a Consortium, the Lead Partner will have to submit the above evidence)</p>	<p>Copy of the Audited Profit and Loss Statement and Balance Sheet and Certificate from a Chartered Accountant (As per format provided in form Prequal-5) regarding the turnover and Positive net worth for each specified Financial Year.</p> <p>(In case of a Consortium, the lead partner will have to submit the above evidence)</p>
3	<p>The Sole Bidder / Any Partner in case of a consortium, should have experience of <b>at least last 03 years</b> in management and monitoring of training/ skill development/education field on a large scale to cumulatively <b>at least 05 Lakh candidates / students</b> through its franchised or affiliated or authorized centers or at different schools / colleges under State/Central Education / ICT programs.</p>	<p>Certificate from a Chartered Accountant (As per format provided in form Prequal-6) regarding students count and centers count.</p> <p>(In case of a Consortium, any one of the partners will have to submit the above evidence)</p>
4	<p>The Sole Bidder / Any Partner in case of a consortium should have experience of developing <b>at least three IT portal in state govt/central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects which has managed training/education /skill development value chains.</b></p> <p>IT Portal will mean portals that cover the entire training/education /skill development value chains, starting from registration of centers/candidates, batch formation, attendance module, invoice module, assessment &amp; certification, placement details &amp; tracking etc. (Please refer TOR)</p>	<p>1. Certificate from a Chartered Accountant (As per format provided in form Prequal-7)</p> <p>2. Work orders/ Contracts/ Performance Certificates etc.</p> <p><b>Both the documents as above will mandatorily be submitted.</b></p> <p>(In case of a Consortium, any one of the partners will have to submit the above evidence)</p>

	<p><b>IT portal developed for different govt clients under different work-orders issued by them, will be treated as separate IT portals for evaluation under this criteria.</b></p>	
5	<p>The Sole Bidder / Any Partner in case of a consortium should have experience of developing/ providing <b>Learning Management System (LMS) services in at least three state govt/central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/donor funding projects in training/education /skill development field.</b></p> <p>LMS for E_Content Courses (KYP and BSCFA Course) will mean LMS covering the entire value chain related to training/education /skill development field. (Please refer TOR)</p> <p>LMS developed/deployed for different govt clients under different work-orders issued by them will be treated as separate LMSs for evaluation under this criteria.</p>	<p>1. Certificate from a Chartered Accountant (As per format provided in form Prequal-8)</p> <p>2. Work orders/ Contracts/ Performance Certificates etc.</p> <p><b>Both the documents as above will mandatorily be submitted.</b></p> <p><b>(In case of a Consortium, any one of the partners will have to submit the above evidence)</b></p>
6	<p>The Sole Bidder /Any partner in case of a consortium, must have developed or should have fully owned titles of high-quality multimedia based eLearning content for skill development/educational courses in Hindi/English languages for <b>state govt/central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects.</b></p>	<p>A self-declaration (As per format provided in form Prequal-9) stating that the Bidder has developed high quality multimedia based eLearning content for skill impartment in IT Literacy Skills and / or Soft Skills and/or English Speaking Skills, in Hindi and English languages which are developed in-house and have no conflict with any IP Rights from others directly or indirectly and can be used and transferred to BSDM without any infringement of copyright laws by 3rd party like BSDM, if required.</p> <p><b>(In case of a Consortium, any one of the partners will have to submit the above evidence)</b></p>
7	<p>The Sole Bidder / All Partners in case of a consortium should not be debar/blacklisted from any of the Government Departments in the last 5 financial years i.e. FY 2015-16 to till date.</p>	<p>Affidavit (As per format provided in form Prequal-3) signed by the authorised signatory of Bidder.</p> <p><b>(In case of a Consortium, all the Consortium partners will have to submit the above Affidavit)</b></p>
8	<p>The Sole Bidder / All Partners combined in case of a consortium should have a team of at least 50 Software Developers, e-content developers/designers around skilling / training areas, multi-media developers as on the last date</p>	<p>Declaration (As per format provided in form Prequal-10) signed by the authorised signatory of Bidder on the letter head.</p>

	of submission of bid.	(In case of a Consortium, all the Consortium partners will have to submit the above evidence jointly)
9	The sole bidder/ Any Partner in case of a consortium, should be minimum CMM3 certified.	Submit copy of CMM3 Certificate

**Note:**

- a. If the applicant is found ineligible, then the proposal will be rejected at this stage only.  
b. The Pre-Qualification and Technical Proposal has to be mandatorily scanned and uploaded as per the prescribed formats only.

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**Technical Proposal Evaluation Criteria:**

SN	Evaluation criteria	Max. Marks
<b>1</b>	<b>Financial Credentials of the Bidder</b>	<b>15</b>
1.1	<p>Average Annual Turnover of the Bidder as per the audited consolidated financial statements for the last 3 financial years (FY 2017-18, FY 2018-19 and FY 2019-20):</p> <p>&gt; 200 Crore: 15 Marks  &gt; 150 Crore &amp; &lt;= 200 Crore: 12 Marks  &gt; 100 Crore &amp; &lt;= 150 Crore: 10 Marks  &gt; 50 Crore &amp; &lt;= 100 Crore: 08 Marks</p> <p><b>{In case of Consortium, credentials of only the lead partner shall be evaluated for this criteria}</b></p>	15
2.	<b>Experience of Bidder (furnish self-certification / CA Certificate / work order / contract document / information available in public domain / Demonstration from the client as proof of the following)</b>	40
2.1	<p>The Sole Bidder / Any Partner in case of a consortium, should have experience of at least last 03 years in management and monitoring of training/ skill development/education field on a large scale to cumulatively at least 05 Lakh candidates / students through its franchised or affiliated or authorized centers or at different schools / colleges under State/Central Education / ICT programs.</p> <p>&gt; 15 Lakh users: 10 Marks  &gt; 10 Lakh users &amp; &lt;= 15 Lakh users: 07 Marks  &gt; = 05 Lakh users &amp; &lt;= 10 Lakh users: 05 Marks</p> <p>(Maximum of 10 marks)</p> <p><b>{In case of Consortium, credentials of only one of the Partner shall be evaluated for this criteria}</b></p>	10

	<p>2.2 The Sole Bidder / Any Partner in case of a consortium should have experience of developing at least three IT portal in state govt/central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects which has managed training/education /skill development value chains.</p> <p>&gt; 10 IT Portal: 10 Marks  &gt; 05 IT Portal &lt;= 10 IT Portal: 07 Marks  &gt; = 03 IT Portal &lt;= 05 IT Portal: 05 Marks</p> <p>(Maximum of 10 marks)</p> <p><b><i>{In case of Consortium, credentials of only one of the Partner shall be evaluated for this criteria}</i></b></p>	10
	<p>2.3 The Sole Bidder / Any Partner in case of a consortium should have experience of developing/ providing Learning Management System (LMS) services in at least three state govt/central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects in training/education /skill development field.</p> <p>&gt; 10 LMS: 10 Marks  &gt; 05 LMS &lt;= 10 LMS: 07 Marks  &gt; = 03 LMS &lt;= 05 LMS: 05 Marks</p> <p>(Maximum of 10 marks)</p> <p><b><i>{In case of Consortium, credentials of only one of the Partner shall be evaluated for this criteria}</i></b></p>	10
	<p>2.4 The Sole Bidder /Any partner in case of a consortium, must have developed or should have fully owned titles of high-quality multimedia based eLearning content for skill development/educational courses in Hindi/ English languages for state govt /central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects</p> <p>More than Five eContents: 10 Marks  Two to Five eContents: 7 Marks  One eContent: 5 Marks</p> <p>(Maximum of 10 Marks)</p> <p><b><i>{In case of Consortium, credentials of only one of the Partner shall be evaluated for this criteria}</i></b></p>	10

3	<b>Approach &amp; Methodology</b>	45
3.1	1. Understanding of Business & Scope of work 2. Approach and Methodology 3. Work Plan	15
3.2	<b>Live Demonstration and presentation of:</b> 1. Any existing portal created by the sole bidder / any partner of the consortium covering the value chain of skill development / education / training 2. Details (including visual snapshots / audio / video / multimedia content) of the eContents created by the sole bidder / any partner of the consortium in the fields of Skill development / Education. 3. Any existing LMS for Skill development / Training / Education sector created by the sole bidder / any partner of the consortium 4. Any proposed value addition across the various aspects of the TOR. Any proposed value addition across the various aspects of the TOR in this RFP. 5. Any other relevant experience in line with the TOR in this RFP.	30
	Total	100

**The minimum score for technical qualification is 70**

**Note:**  
*a. Appropriate/Admissible Proofs will have to be scanned and uploaded accordingly.*  
*b. If the applicant is found ineligible then its proposal will be rejected for further evaluation ie. financial evaluation.*  
*c. Date and time for Technical Presentation and demonstration shall be communicated later*  
*d. The Technical Proposal has to be mandatorily provided as per the prescribed formats provided.*

**15. Total Bid Evaluation - QCBS only**

Only those bids with a technical score of  $\geq 70$  shall be considered for financial evaluation. QCBS method shall be adopted for selection.

The composite score is a weighted average of the Technical and Commercial scores. The weightages of the Technical vis-à-vis the Combined Commercial score is 0.7 of the Technical score and 0.3 of the Combined Commercial score. The composite score (S) will be derived using following formula:  
 $S = [S(t) * 0.7] + [S(c)^{\#}]$

**Thus the composite score shall be out of a maximum of 100 marks. The bidder with the highest composite score would be awarded the contract.**

***# The combined commercial score [S(c)] will be derived using the following approach:***

**The sum of quoted amount under FIN-1 (for C1, C2, C3 and C4\* as stated in Table 1 of FIN-1) will be obtained.**

**\*The amount quoted in Table 2 of FIN-1 (i.e., monthly manpower cost) will be multiplied by 60**

months to compute the total manpower cost.

The total quoted assignment cost will be calculated as:  $\{(C1+C2+C3) + (C4*60)\}$ .

Therefore, combined commercial score, 'S(c)' =  $\{(Lowest\ total\ quoted\ assignment\ cost\ amongst\ the\ Applicants / total\ quoted\ assignment\ cost\ of\ the\ applicant) * 30\}$

## Section 3 – Prequalification Proposal

### Formats for Pre-Qualification Proposal

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#### *Form Prequal-1*

#### Cover Letter / Undertaking

(On the letter head)  
{Location, Date}

To,  
Chief Executive Officer  
Bihar Skill Development Mission  
Department of Labour Resources  
Government of Bihar, Niyojan Bhawan  
Patna - 800001

Dear Sir,

We, the undersigned, offer to provide the services as **an agency which will act as:**

- a) Knowledge Framework Provider (Portal) for all Skill Development Programs Management (KFP-SDPM)
- b) eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
- c) Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
- d) State-wide Implementation, Monitoring and Operation Support for Skill Development Programs for entire contract duration

**under Build-Operate-Transfer (BOT) model for Bihar Skill Development Mission (BSDM),** in accordance with your Request for Proposals dated \_\_ / \_\_ / 2022.

We are hereby submitting/uploading our proposal (through eProc portal), completed in all respects along with all required proofs, which includes Prequalification Proposal, Technical Proposal and a Financial Proposal as per eProc guidelines.

We hereby confirm that:

The RFP is being submitted by ..... which is the “Bidder” in accordance with the conditions stipulated in the RFP.

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by BSDM, DEPARTMENT OF LABOUR RESOURCES, GOVERNMENT OF BIHAR and in any subsequent communication sent by BSDM. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from BSDM.

The information submitted in our proposal is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our proposal. We acknowledge that BSDM will be relying on the information provided in the proposal and the documents/proof submitted along with our proposal, for above services, and we certify that all information provided in the application is true and correct; nothing has been omitted

which renders such information misleading; and all documents accompanying our proposal are true copies of their respective originals.

We acknowledge the right of BSDM to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.

Our proposal is unconditional, and we hereby undertake to abide by the terms and conditions of the RFP.

We understand that any work sanctioned in pursuance to the process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.

We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

*{Only in case of consortium, add: We undertake that all the partners i.e., \_\_\_\_\_ (name of the lead partner) and \_\_\_\_\_ (name of the other partners) shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.}*

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Agency and Seal:

In the capacity of:

Address:

Contact information (phone and e-mail):



## Formats for Pre-Qualification Proposal

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

### Form Prequal-2

#### Power of Attorney for Signing of Application

Know all men by these presents that We..... (Name of the firm and address of the registered office) *{In case of consortium add names of all the partners and their addresses}* 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 proposal for the "RFP No. \_\_\_\_\_".

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

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.

*{Only in case of consortium, add - We also undertake, that the Lead partner M/s \_\_\_\_\_, will be the partner-in-charge; and M/s \_\_\_\_\_ will act as the other partners and above named attorney will be the lawful attorney for this consortium.}*

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

For .....

{Signature, name, designation and address (of all the partners in case of consortium)}

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. \_\_\_\_\_ 2. \_\_\_\_\_

## Formats for Pre-Qualification Proposal

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### *Form Prequal-3*

(Affidavit on non-judicial stamp paper of Rs. 100/- or more by Authorized Representative and Signatory of the Bidder with his / her dated signature and company seal)

*{In case of consortium, all the partners will have to submit this affidavit separately}*

### **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 Bidder), with its registered office at ..... do hereby declare that the above-mentioned Bidder has not been blacklisted / debarred by any State / Central Government Department / Public Sector Undertaking or their agencies in the previous five financial years (i.e. FY 2015-16 to till date) for breach on our part regarding services offered to be provided by us.
3. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by BSDM to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested by BSDM and agrees to furnish any such information at the request of BSDM.
5. 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:

(Company Seal)

(Authorized Representative and Signatory)

## Formats for Pre-Qualification Proposal

### *Form Prequal-4*

#### **Pre-Qualification Criteria**

##### **A- General Profile:**

*{In case of consortium, all the partners will have to submit the details as per format provided below}*

Name of the Bidder	
Telephone Nos: Mobile Nos: E-mail: Website:	
Date of Incorporation (dd/mm/yyyy)	
Offices situated at different locations	
Address of Registered office	
GST Number (with document evidence)	GST Number:  Evidence enclosed on Page No. ____
PAN NO. (with document evidence)	PAN No:  Evidence enclosed on Page No. ____

**B- Eligibility Information / Pre-Qualification criteria as per RFP (Mandatory Clause): Please fill properly.**

SN	Parameter	Supporting documents to be provided	Compliance (Yes/No)	Page Nos. for Supporting documents provided
1				
2				
3				
4				
5				
6				
7				
8				
9				

**Note:**

***If the applicant is found ineligible, then the proposal will be rejected for further Technical and Financial evaluation.***

## **Formats for Pre-Qualification Proposal**

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### ***Form Prequal-5***

*(On CA Firm Letter Head)*

#### **CA Certificate for Turnover and Net worth**

This is to certify the below details for the \_\_\_\_\_ (Bidder Name):

<b>S.No.</b>	<b>Financial Year</b>	<b>Turnover (in Rs.)</b>	<b>Net worth (in Rs.)</b>
<b>1</b>	<b>2017-18</b>		
<b>2</b>	<b>2018-19</b>		
<b>3</b>	<b>2019-20</b>		

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:

Stamp

## **Formats for Pre-Qualification Proposal**

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### ***Form Prequal-6***

*(On CA Letter Head)*

#### **CA Certificate**

On the basis of information and records produced before us by \_\_\_\_\_. (Herein after called 'the Agency'), we hereby certify the following: -

The Agency has experience of \_\_\_\_\_ years in management and monitoring of training/skill development/education field on a large scale to cumulatively \_\_\_\_\_ (number of candidates) candidates / students through its franchised or affiliated or authorized centers or at different schools / colleges under State/Central Education / ICT programs.

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:

Stamp

## **Formats for Pre-Qualification Proposal**

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### ***Form Prequal-7***

*(On CA Letter Head)*

#### CA Certificate

On the basis of information and records produced before us by \_\_\_\_\_ . (Herein after called 'the Agency'), we hereby certify the following: -

The Agency has experience of developing at least \_\_\_\_\_ (number of IT Portals) IT portal in state govt /central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects which has managed training/education /skill development value chains.

The projects details are as below:

Name of Client:

Period:

Contract Value:

Project Name and Brief Description:

And So on for next projects\_\_\_\_\_

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:

Stamp

## **Formats for Pre-Qualification Proposal**

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### ***Form Prequal-8***

*(On CA Letter Head)*

#### CA Certificate

On the basis of information and records produced before us by \_\_\_\_\_ . (Herein after called 'the Agency'), we hereby certify the following:-

The Agency has experience of developing/ providing Learning Management System (LMS) services in at least \_\_\_\_\_ (number of projects) state govt/central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects in training/education /skill development field.

The projects details are as below:

Name of Client:

Period:

Contract Value:

Project Name and Brief Description:

And So on for next projects\_\_\_\_\_

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:

Stamp

## **Formats for Pre-Qualification Proposal**

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### ***Form Prequal-9***

*(On Organization Letter Head)*

#### Undertaking

We declare that we have developed following high quality multimedia-based eLearning content and have fully owned titles of high-quality multimedia based eLearning content for skill development/educational courses in Hindi/ English languages for state govt /central govt/ undertakings/ agencies/ corporations/ Boards/ Societies etc. of central/state governments/ Govt Universities/ donor funding projects.

Details of eContents:

The projects details are as below:

Name of Client:

Period:

Contract Value:

Project Name and Brief Description:

And So on for next projects\_\_\_\_\_

The above modules have been developed in-house in Hindi and English languages and have no conflict with any Intellectual Property Rights from others directly or indirectly and can be used without any infringement of copyright laws by any 3rd party like BSDM once authorized/transferred by us, if so required.

(Authorised Signatory)

Name:

Date:

Seal / Stamp



***Prequal-10***

*(On Organization Letter Head)*

Undertaking

We \_\_\_\_\_ *(In case of consortium, mention name of all the partners)* declare that, we have a team of \_\_\_\_\_ Software Developers, e-content developers/designers around skilling / training areas, multi-media developers as on the last date of submission of bid.

(Authorised Signatory)

Name:

Date:

Seal / Stamp

**Technical Proposal: Standard Forms**

**Section 4 - Technical Proposal: Standard Forms**

**Formats for Technical Proposal (To be enclosed in Cover B)**

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*Checklist of Required Forms*

Required for Proposal (√)	FORM	DESCRIPTION	Page Limit
	TECH-1	Agency's Organization and Technical Evaluation Sheet	
√	TECH-1A	A. Agency's Organization	10
√	TECH-1B	B. Technical Evaluation Sheet	--
√	TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
√	TECH-3	Work Schedule and Planning for Deliverables	5

**Form TECH-1**

**AGENCY’S ORGANIZATION AND TECHNICAL EVALUATION SHEET**

---

Form TECH-1: a brief description of the Agency’s organization and an outline of the recent experience of the Agency that is most relevant to the assignment. *{In the case of a consortium, information with respect to all the parties will have to be provided.}*

**A - Agency’s Organization**

1. Provide here a brief description of the background and organization of your company.
2. Include organizational chart, a list of Board of Directors/ owners / trustees etc.

**B – TECHNICAL EVALUATION SHEET: Please fill properly**

SN	Evaluation criteria	Max. Marks	Compliance / Details	Evidence attached on Page No.

## Form TECH-2

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment as per the Terms of Reference (TOR) provided in Section 6.

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), 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 resources etc. Please do not repeat/copy the TORs in here.}
  
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment as per the TOR, and tentative delivery schedule.  
  
The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule Form in Tech 4. }
  
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts those who will be working on this assignment. }

**Form TECH-3**  
**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup>	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**Section 5 - Financial Proposal: Standard Forms**

**(Just for reference, not to be filled and uploaded with Technical Bid)**

**Please refer and upload online financial bid format on e-proc.**

**FORM FIN-1  
FORMAT OF FINANCIAL PROPOSAL**

**Table 1**

<b>SN</b>	<b>Component</b>	<b>Unit</b>	<b>Amount (in INR) (Excluding GST)</b>
1	Knowledge Framework Provider (Portal) for all Skill Development Programs Management (KFP-SDPM)... <b>(C1)</b>	Lumpsum	
2	eContent Provider for Kushal Yuva Program (eCP-KYP) Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally... <b>(C2)</b>	Lumpsum	
3	Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM) <b>(C3)</b>	Lumpsum	
4	State-wide Implementation, Monitoring, Maintenance and Operation Support for all the above and Skill Development Programs for entire contract duration (44 manpower) <b>(C4)*</b>	Per Month	

**\*Break up of Manpower Rates per month for 44 Resources**

**Table 2**

<b>SN</b>	<b>Type of Manpower</b>	<b>Unit</b>	<b>Minimum Qualification</b>	<b>Minimum years of Experience</b>	<b>Amount Per Person Per Month (in INR) (Excluding GST)</b>
1	Team Leader	1	MBA + B.Tech	8	
2	Business Analyst	2	MBA + B.Tech	5	Rate to be quoted per person only
3	E content support executive	1	B.Tech	5	
4	Systems Support & Maintenance - Hardware	1	B.Tech	3	
5	Systems Support & Maintenance Software	1	B.Tech	3	
6	District Monitoring and Assistance Team	38	B.Tech	3	Rate to be quoted per person only
<b>*Total of Manpower Rates per month for 44 Resources</b>					

***No Condition or Stipulation or addition of any item is allowed in tables 1 & 2 above, the contravention of which will result in rejection of Financial Bid.***

1. We understand that the functionalities covered under the above components will have to be delivered as per the schedule provided in Section 6 (Terms of Reference) will have to be deployed as per the mentioned timeline thereunder.
2. We understand that nothing will be paid over and above the Financial Quote provided above except GST on applicable rates. **Amount for GST is not required to be quoted by agency.** It will be paid extra by BSDM on applicable rates.
3. ***We understand that BSDM does not give any formal or informal commitment/s for the number of learners that will come of the different centres. We also understand that Selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.***
4. This is a fixed price fee quoted for the entire scope of work (including maintenance required for portal, LMS and Contents). Prices quoted should be inclusive of all fees towards complete scope of work, all out of pocket expenses / Per-diem all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. GST will be paid extra. Conditional Financial Bid shall be out-rightly rejected.
5. Other cost items like software designing, customisation, hosting, technical / managerial / operational expenses etc., if any, will be treated as inclusive in the Financial Quote. BSDM will provide office spaces for its state and district personnel. Attendance of resources will have to be mandatorily certified by the team leader and will be so required for raising of invoice for item C4.
6. Payment shall only be made based on the services provided.
  - Bidder will raise a total of 04 equal quarterly invoices for portal, eContent and LMS (i.e for C1, C2 and for C3 of financial bid) along with the sign off of related documents thereof. BSDM will release the quarterly payments only upon satisfaction in terms of project deliverables, smooth and glitch free implementation, and timeline.
  - For manpower services quarterly invoices will be raised till the contract period.
  - BSDM, Department of Labour Resources, Government of Bihar will pay it within 30 days from the receipt of the invoice through NEFT/RTGS in the bidders account or through cheque. Payment to the bidder shall be paid by BSDM within 30 days
7. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal and that we shall remain bound by a communication within that time.
8. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.



9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Section 6. Terms of Reference (TOR)

Bihar Skill Development envisages selection of an agency for implementation of the following scope through a Build-Operate-Transfer (BOT) model. The selected agency will develop the Knowledge Framework (Portal), LMS, eContent / Content for the various skilling initiatives of BSDM (as detailed in the scope or as instructed by BSDM) using their own infrastructure / hardware and after the development, testing, user acceptance, security audit clearance will transfer all applications / frameworks developed to State Data Center and all rights over the application and the Data will be with BSDM.

The Scope of Work is divided in following parts:

1. Knowledge Framework Provider (Portal) for all Skill Development Program's Management (KFP-SDPM)
  - a. Skill Development Center (SDC) / Center Life-Cycle Management System
  - b. Candidate's administrative life-cycle management system
2. Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
  - a. Candidate learning life-cycle management system
  - b. eExamination management system
  - c. Assignment management system
3. eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
  - a. eContent Provider for Kushal Yuva Program (eCP-KYP)
    - i. KYP Course 1: English and Hindi Communication Skills
    - ii. KYP Course 2: IT Literacy Skills
    - iii. KYP Course 3: Soft Skills and Life Skills for Workplace Readiness
  - b. eContent Provider for Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
  - c. Other General terms related to eContent for Kushal Yuva Program and BS-CFA
4. State-wide Implementation, Monitoring, Maintenance and Operation Support for all the above and Skill Development Programs for entire contract duration

The broad details of scope of work for the selected agency is given below. These are illustrative and not exhaustive and BSDM may require customization/ addition of other functionalities depending on the requirements during implementation of the project.

The details are as under:

### **1. Knowledge Framework Provider (Portal) for all Skill Development Program's Management (KFP-SDPM)**

The Knowledge framework (Dynamic portal) for both KYP and CSP to provide the following key benefits to the Stakeholders:

**Candidates/ Trainees**

- Seamless and hassle-free registration of the candidates
- Upload and download of certificates to the trained Candidates
- Providing Candidates with a view of their life cycle throughout i.e. from registration to their training, assessment, certification, skill development and placements
- Providing listing of job opportunities to candidates in their relevant skill / domain.

#### **Training Service Providers / Training centre / Trainers**

- Target allocation to Training centres based on intake capacity
- Target Achievement Tracking
- Visibility on the availability of training centers with desired facilities across blocks of the State
- Tracking completion of training, assessment and issuance of Certificate to the Candidates
- Required MIS reports
- Allowing Monitoring of attendance of the trainer & trainees
- Automated Invoice generation

#### **Assessing Bodies/ Assessors**

- Online registration of the Assessing bodies.
- Requirement / Demand based Assessment Agency/Assessor Allocation and Assessment Scheduling.
- Tracking of completion of assessment and issuance of Certificate to the trained Candidates.
- A robust support system for providing relevant and employable skills to the youth.

#### **Employers/ Recruiters/ Industry**

- Online registration of the Employment/ Placement Agency
- Search for relevant candidates with required skill sets as per vacancies
- Posting of Job opportunity on the Job Portal
- Tracking the job vacancies based on skill set, location wise, etc.

#### **Departments**

- Generation of online Utilization Certificates for schemes funds vis-à-vis target achievement
- MIS reports
- Facilitate in achieving sector-course target and various other parameters

#### **BSDM**

- Integrated view and dashboard for all the programme tracks and programmes state-wide roll out status
- Near paperless/Seamless and hassle-free registration of the Candidates/Training Centres /Assessment Bodies/Employers and complete tracking of their life cycles.
- Financial tracking across all the stakeholders

- Completion of training, assessment and issuance of Certificate to the trained Candidates.
- Generation of utilization certificates/ fund utilization tracking
- Online monitoring of:
  - Training centre performance against targets
  - Batch Management
  - Assessment & Certification
  - Placement & Post Placement Support
  - Utilization Certificates for schemes
  - Regular attendance of the trainer & trainees Sector-course target
  - Planning and coordinating the entire initiative of BSDM through IT System
  - Program Management and Monitoring across SPMU and DPMU

#### **A. Skill Development Center (SDC) / Center Life-Cycle Management System**

- a. New SDC Registration
  - i. Online Application form submission
  - ii. EOI submission for specific eligible Offering/Course
  - iii. Submission of various details e.g. Premises, Address, Infrastructure, Videos, Photographs, Documents, HR details, Bank account, etc.
  - iv. Verification of submitted details by authorized parent organization
  - v. Final approval by BSDM
  - vi. Trainer registration
  - vii. Trainer profile
  - viii. Trainer certification
  - ix. Trainer attendance
- b. Existing SDC Renewal
- c. Remote IT Infrastructure management
  - i. Complete snapshot of hardware, software installed in SDC
  - ii. Approval/rejection as per minimum IT infra criteria
  - iii. Duplicate computer identification
- d. Automatic or manual authorization to additional services for existing SDC
- e. Customized Workflow system integration for controlling various activities
- f. Multi-tier network hierarchy management for smooth coordination of business
- g. Financial Transaction Management
  - i. Payment Collection/ disbursement thru Payment Gateway, NEFT, etc.
  - ii. Automatic / Semi-automatic / Manual Reconciliation of each transaction
  - iii. eWallet (advance payment) Facility for flexible utilization of payment
  - iv. Revenue share payment calculation, deductions (taxes), disbursement
  - v. Provision for Training centre payment, automated invoice generation, integration with tally (or any other accounting system) and bank
  - vi. Utilization certificate maintenance
  - vii. Financial reporting
- h. Communication with SDC

- i. Email, SMS, Alerts on dashboard
- ii. Personalized
- iii. Manual or System generated after specific event or at scheduled time

## **B. Candidate's administrative life-cycle management system**

- a. Learner Registration Management:
  - i. Event creation, enabling, disabling
  - ii. Event wise
    - Fees Definition
    - Schedule definition for various activities (registration, payment and confirmation etc.)
    - SDC share definition
    - Refunds provision to be added as per Common Guidelines of Ministry of Skill Development & Entrepreneurship
- b. Learner Registration:
  - i. Defining registration process
  - ii. Customization of registration form
  - iii. Configuration of Learner details
  - iv. Enquiry management
  - v. Provision of providing the registration facility quasi/online and syncing of data with online admission data.
  - vi. Provision for image assisted data entry of Learner details by SDC
  - vii. Provision for capturing, registration form, Learner photo and signature through system
  - viii. Support for Aadhar verification of the Learner data
  - ix. Learner data verification system
- c. Batch Management
  - i. Type of batch. (BSDM (batches for schemes that will be under the purview of BSDM, Various central scheme batches. There will be multiple types of batches on account of the different target groups and guiding norms and running a mix batch will not be feasible)
  - ii. Course selection
  - iii. Trainer selection – Trainer batch mapping
  - iv. Duration & Timing of training per day
  - v. Candidate scheme mapping
  - vi. Approval of batches by respective departments
  - vii. Ongoing batch inspection
- d. Fees Management:
  - i. Through fee payment by various government schemes
  - ii. Learner can be confirmed against the fees or the approval rules based various scheme.
  - iii. Through fees payment by the Learner

- iv. Fees management contents Learner fees collection from SDCs providing fees receipt to the Candidates and confirm admission after successful reconciliation of Learner fees.
- e. Learner Administration:
  - i. Learner data Editing and Finalization
  - ii. Learner registration to more than one course by using the available Learner data
- f. Bio-metric-Attendance:
  - i. Quasi online deployment of attendance system so that internet dependency is removed
  - ii. Fingerprint enrolment
  - iii. Uploading of fingerprint uploading
  - iv. Synching/uploading of daily attendance data
- g. Examination Management:
  - i. Course wise exam eligibility criteria definition
  - ii. Exam – Learner allocation
  - iii. Exam conduct
  - iv. Result processing
  - v. Result declaration
  - vi. Re-examination
  - vii. Defining certifying body
  - viii. Integration for Assessment with concerned portal (if applicable)
- h. Certificate Management:
  - i. Certificate definition
  - ii. Integration for Certification with concerned portal (if applicable)
  - iii. Defining certificate attributes
  - iv. Generation of eCertificate for eligible Candidates
  - v. Provision for certificate printing
- i. Disbursement of Grant / Invoicing:
  - i. Learner Progression wise share calculation and disbursement configuration (or milestone based as the case may be)
  - ii. Automated customized Invoicing
  - iii. As Learner completes the prescribed number of learning sessions, the SDC share should get due and can paid-out (disbursement) at end of the month.
  - iv. In addition to the disbursement, system should have facility for:
    - o Service tax calculation
    - o Display tax Certificate
    - o Partner share disbursement
    - o All mandatory tax compliances
  - v. Facility of system generated invoices for various service providers
  - vi. MIS Reports
- j. Placement and post placement tracking management
  - i. Registration of employers
  - ii. Job posting by employers

- iii. View of posted jobs in Learner and SDC login
- iv. Candidates to apply against the posted jobs
- k. Study material management & tracking system
- l. Placement details updation & post placement tracking
- m. **MIS Reports and Dashboard:**

The portal should have the feature to provide different reports in the system. These reports should be available both at local and central level and should have different flavours based on user roles. The reports should cover all aspects of registration, course, batch, learning progress and monitoring, bio metric attendance etc.

For kushal yuva program

- Course completion
- Candidate reports (tracking, monitoring)
- Exam related reports
- Users / roles reports
- Bio metrics registration and attendance reports
- LMS activation reports
- Service management related reports
- Business Intelligence / analytical reports

For Core skills training

- ▶ District and Block Performance Dashboard (Sample)
  - Students Enrolled (Target Vs Actual)
  - Training Centers Inspection Achievement
  - Student Placement Achievement
  - District and Block wise students Grievance & Redressal Achievement
  - PMU Team Attendance Achievement
- ▶ State Performance Dashboard (Sample)
  - District Performance Report
  - Scheme wise performance – Departmental Review
  - Payment to Training centres
  - Training Centers Inspection Report
  - Student Grievances & Redressal Report
  - Central / State Fund Mobilization and Utilization Status
- ▶ Other categorizations of MIS would also include category wise, gender wise, religion wise, training centre wise etc. reports
  - Categorized reporting
    - Scheme wise
    - Religion wise
    - Category wise
    - Gender wise
    - District wise
    - Sector wise

- Training centre wise
- Overall performance
- Operational reporting
  - Target achievement reports
  - Candidate / Batch level reporting

## 2. Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)

### A. Candidate's learning life-cycle management system

- a. Learner profile management
- b. Login generation for eLearning (LMS)
- c. Batch-wise learner management
- d. Monitoring-tracking of eLearning Progress
- e. Various Alerts to learner thru SMS
- f. Final Exam Scheduling, hall ticket generation
- g. Result processing, result publishing, certificate printing
- h. Re-exam application
- i. Course-batch specific configurability for customized admission process

Following are the functional requirements of the LMS:

#### Course Management:

- The LMS should be able to define / edit / delete/ assign a new course.
- Course Structuring and Integration:
  - The LMS should allow SCORM compliant content to be uploaded. Multiple language support should be there. The LMS should be able to show course content in a tree structure and allow sequencing / serialization of the content. The LMS should allow making parts of the content optional / mandatory. If made mandatory then Candidate should not be allowed to skip the content, neither Candidate can forward / fast forward / go to next section.
- **Content Creation:** The system should also allow importing SCORM compliant content. Configuring Topic wise certificates in the course sequence.
- **Content QC:** The LMS should have feature of quality control / check of the content. This should also allow edit features on the imported SCORM content.
- **Content Tracking:** The LMS should have tracking and monitoring features where Candidate's progress can be monitored. This will include parameters like time spent by the Candidate on each and every content object that he has gone through. Tracking also needs to be done for assessment.
- **Content Support:**
  - Support for all types of Multimedia content (Audio/Video/Word File/PPT/PDF)
  - Support for embedding external content



- Content/Topic Sequencing requirement & option to make content Mandatory/Non-mandatory (which may be skipped) to be added

### **LMS Features:**

Following are the feature points for LMS

The candidate should be able to learn in quasi mode or online mode using the Learning Management System based on the requirement.

While Training:

- Personal and Group login facility
- Access to eLearning content and course activities
- Access to course activities only for hard skill courses (to be learned at workplace)
- Provision to upload the video evidence of the activities learnt
- Language selection
- Access to assessment activities distributed across the course content (for continuous assessment)
- Calendar to set personal learning path to complete the course
- Collaborative features viz. chat
- Generation of topic wise completion certificate

### **Evidence of Candidate Training:**

LMS in addition to above features should also enable for capturing evidence of training, like selfie video, using Picture-In-Picture (PIP) feature as a tool for evidence based learning and assessment. Here Candidate should be able to record her/his actions while s/he is creating an output.

### **Post Training features:**

- For self-assessment, Candidate can take timed tests
- Practice and performance tests on different types of questions which include multiple choice single correct, multiple choice multiple correct, match the following, fill in the blanks, picture identification, jigsaw puzzle, crosswords, hotspots, second level reasoning and multimedia questions.
- Performance Monitor: with the help of graphical and numerical representation of complete performance monitor the Candidate can identify the weak areas for more practice.
- Submitting candidate feedback

### **Other facilities preferably provided:**

- Personalized access to content
- Self-learning at own pace
- Collaboration with peers for enhanced learning
- Interaction with tutor/learning facilitator/ domain expert
- Hands on experience for practical

- Opportunity to apply the skills
- Assessment while learning by taking and solving the online challenges
- Meaningful assessment with corrective feedback leading to improvement in performance

## **B. eExamination management system**

### Online Examination management

- a. Item Bank (Question Bank) repository management
  - i. Create / edit / delete question bank
  - ii. Import / export feature.
  - iii. Support bilingual (Hindi / Question) where a Candidate can see question and options in both languages.
  - iv. Feature to import different types of questions including
    - multiple choice single correct,
    - multiple choice multiple correct,
    - match the following,
    - fill in the blanks,
    - picture identification,
    - jigsaw puzzle,
    - crosswords,
    - hotspots,
    - second level reasoning and concept map
  - v. Question Bank to follow international QTI standards prescribed by SCORM, to maintain the question repository, different question parameters are stored, viz: difficulty level, type, marks, and associated learning unit.
  - vi. Feature for continuous up-gradation of the question repository
- b. Exam and Event management
  - i. Exam creation
  - ii. Exam – Item bank Mapping (Blue Print Creation)
  - iii. Exam scheduling for set of Candidates at any point of time.
  - iv. System should be able to track all test for any given Candidate and should support associated reports with Candidate attempt details
- c. Exam Paper Generation
  - i. System should be able to conduct test online as well as in quasi mode through eExamination management system
    - Question and option randomization facility
  - ii. Paper generation for paper-based examination-in print ready format from secured printer login
  - iii. eExam interface
    - With candidate photo
    - Timer
    - Question and attempt summary with color legend
    - Exam instructions
    - Bilingual display of questions

- d. Secured Examination
  - i. Secured browser with restricted navigation
  - ii. Question, options, attempt details and marks data encryption
- e. Exam Evidence
  - i. Capturing of exam evidence for transparent examination which includes:
    - o Webcam enabled exam conduct
      - video recording through web cam
    - o Desktop screen recording
    - o Screen shot capturing while exam attempt
    - o Webcam preview images capturing
    - o Uploading of all above evidences to server and provision to make it available for scrutiny.
- f. Exam venue management
  - i. Exam venue creation
  - ii. Exam venue candidate allocation
  - iii. Exam venue capacity management
  - iv. Exam venue –supervisor allocation
- g. Exam administration
  - i. Hall ticket generation
  - ii. Candidate attendance
- j. MIS and Dashboard
  - i. Exam wise –venue wise reports
  - ii. Candidate wise attempt reports
  - iii. Dashboard for centralised monitoring of exam event and post exam analysis

### **C. Assignment management system**

- a. Assignment management should offer interfaces for Candidates, teachers (faculty), evaluators (assistant faculty), tutor (lab instructor) and administrators to enable the teacher to post assignments for the Candidates based on the course structure.
- b. Inbox with assignment dates and status as new or expired
- c. Assignment randomization feature is required where in a set of assignments can be prepared and various assignments can be given to multiple candidates randomly.
- d. Submission and evaluation: Candidates can download, complete and then submit the assignments online
- e. Workflow to keep track of every assignment of individual Candidate.

## **3. eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally**

### **3.1 eContent Provider for Kushal Yuva Program (eCP-KYP)**

The scope of the work includes providing ready to use multimedia eLearning content in Hindi and English languages for IT Literacy course based on standards prescribed by National Vocational Education Qualification Framework NVQEF.

Bidder is also expected to provide the soft copy of approved study material. BSDM will print the study material in order to dispatch the study materials to SDCs as per SDCs requirements.

### **A. KYP Course 1: English and Hindi Communication Skills (80 hrs)**

Course offers communication and language skills that include:

- Speaking, Listening, Understanding, Reading and Writing in English and Hindi
- Vocabulary, Sentence construction, Grammar, Pronunciation, Quality of communication (Fluency, Emphasis, Pace, Clarity, etc.), Voice (Intonation, Pitch, Modulation, etc.)
- Non Verbal Communication

Sr.No	Modules	Description (Context for imparting Communication and Language Skills mentioned above)
1	Home, Surroundings and Routine	Morning chores, Weather, Daily routine etc.
2	Greetings	Saying hello, Introducing self and others in informal / formal occasions and responding appropriately
3	Friends, Family and Relatives	Family members, Relations, Gatherings, Traveling, Shopping
4	Food	Vegetables, Grocery, Kitchen, Restaurants etc.
5	Health and hygiene	Body parts, Habits for good personal hygiene, Civic sense
6	Telling time and Giving directions	Clock, Time, Directions, Map
7	News	Reading / Listening / Watching news, Reflections
8	Making enquiries	Asking appropriate questions to seek required information and responding appropriately
9	Communicating at common public places	Garden, Banks, Post, Library, Railway station etc.
10	Helping and offering services	Service attitude, extending help with consent
11	Getting Ready for Work	Freshen up, Breakfast, Dressing
12	Telephonic conversation	Sign in and sign off a conversation, Noting and leaving messages, Telephone etiquettes
13	Sharing thoughts with others	Expressing opinions, Sharing ideas, Proposing plans etc.
14	Using references like dictionary and thesaurus	Using references like dictionary (printed / online), thesaurus, online search engines etc. for sourcing information
15	Communication in cyber world	Participating in audio / video conferencing, Posting on Blogs, Forums etc.
16	Interview techniques	Answering confidently, Asking meaningful questions, Non-Verbal communication

Sr.No	Modules	Description (Context for imparting Communication and Language Skills mentioned above)
17	Meetings at workplace	Participating in a meeting, Discuss, Describe and Justify an argument, Taking notes etc.
18	Workplace ethics	Responsible and ethical communication at workplace
19	Customer Service	Service visit to a home, communicating with a customer at his/her home or in office / shop/ workplace etc.
20	Safety	Communication for emergencies involving First-aid, Fire, Accident etc.

## B. KYP Course 2: IT Literacy Skills

(120 hrs, Hindi and English Medium)

Course offers Information Technology (IT) Awareness, Literacy, Functionality and Smart Use of following IT Tools:

1. Windows 7
2. Internet browsers
3. MS Word 2013
4. MS Excel 2013
5. MS PowerPoint 2013
6. MS Access 2013
7. MS Outlook 2013
8. Google Apps
9. Open Office Writer
10. Open Office Calc
11. Open Office Impress

Syllabus should be mapped to following international standards:

Sr. No	Standards	Short forms used in the document
1	California Common Core Standards	CCCS
2	National Educational Technology Standards for Students	NETS
3	Northstar Digital Literacy Standards	NDLS

Modules

1. Operating System
2. Internet
3. Word Processing
4. Spreadsheet
5. Presentation Graphics
6. Database Management System
7. Personal Information Manager

Details:

Sr. No.	Module	Category	Skills	Standards
1	Operating System: Windows	Basic Operations	Learner should be able to start, restart, shutdown, lock, sleep, hibernate and log off a computer or laptop.	CCCS
2			Learner should be able to use mouse techniques such as Click, Right Click, Double Click and Drag & Drop	NDLS
3			Learner should be able to plug in headphones correctly and use when appropriate, adjust volume and mute audio	NDLS
4		Personalize Desktop	Learner should be able to personalize desktop by applying desktop theme, background, and screensaver	
5			Learner should be able to personalize desktop by applying various gadgets like calendar, clock, slide show and picture puzzle.	
6			Learner should be able to change display settings such as screen resolution	
7		File and Folder Management	Learner should be able to manage file and folders effectively by creating, moving, copying, renaming, deleting and restoring files or folders.	CCCS, NDLS And MS

Sr. No.	Module	Category	Skills	Standards
8			Learner should be able to create shortcut of a folder to frequently used files or folders.	
9			Learner should be able to share and access folder with others in a network computer.	
10			Learner should be able to switch between multiple programs with the help of Alt + Tab.	
11			Learner should be able to check free space of disk drives and be able to copy files into removable storage devices like pen drives, CDs.	NDLS
12		Using Accessories	Learner should be able to use accessories like Calculator, Paint, Notepad, WordPad, Sticky Notes, Snipping Tools, and Windows Media Player.	MS
13			Learner should be able to give a presentation on a large screen by connecting a computer to a projector.	
14			Learner should be able to use Run command, if the program name is not available in Start menu	
15		Using Technology	Learner should be able to burn a CD or DVD using Windows operating system.	NETS
16			Learner should be able to scan his/her photograph and stores in a personal folder.	NDLS, CCCS
17			Learner should be able to connect his/her mobile phone to PC and transfers files from PC to mobile or mobile to PC.	
18			Learner should be able to add a network printer and prints a document from his/her computer.	NDLS, CCCS
19			Learner should be able to record his/her voice by using Sound Recorder and plays this file in PowerPoint.	MS

Sr. No.	Module	Category	Skills	Standards
20			Learner should be able to use Speech Recognition to control a computer with his/her own voice.	
21			Learner should be able to make a movie clip with the help of Windows Movie Maker.	
22			Learner should be able to connect tablets and laptops to the Television.	
23			Learner should be able to use their computer as a television by setting TV Tuner Card.	
24			Learner should be able to send a fax from his/ her personal computer. (Windows Fax and Scan, Online Services like FaxZero, eFax, and GotFreeFax.com,	
25		Language Setting	Learner should be able to use his/her computer by setting various languages like Marathi, Hindi, Tamil and much more.	
26		Troubleshooting of Computer	Learner should be able to resolve troubleshooting issues like PC hang or not responding application by using Task Manager.	CCCS
27			Learner should be able to compress or decompress files or folders to reduce size of the file or folder.	CCCS
28			Learner should be able to enhance performance of disk with the help of disk cleanup and disk defragmenter utilities	CCCS
29			Learner should be able to take a backup of an important files and folders.	CCCS
30			Learner should be able to protect his/her computer against viruses, computer worms, and Trojan horses.	CCCS
31	Internet	Basic Operations	Set up a LAN connection (select appropriate network type, topology and cable connection)	
32			Search, compare and purchase suitable internet plan from internet	



Sr. No.	Module	Category	Skills	Standards
			service provider	
33			Set up internet connection using appropriate hardware and software	NDLS
34			Configure and activate internet connection (using wired connection, wi-fi zone, dongle)	
35			Operate web browser: use address bar, Internet options, bookmark pages, setting Favorites (Internet Explorer, Google Chrome, Mozilla Firefox))	CCCS
36			Delete History or Cookies files while using Internet in Cyber Café.	
37			Add favorite websites by using favorite's link to visit websites regularly.	
38			Download, Install antivirus software and scan files/emails with antivirus software for spyware/malware/viruses, Update virus definitions (Quick Heal, Norton, McAfee, Symantec)	
39		Exercise Digital Access	Search text information, images, videos with search engines (Google, Bing, Yahoo)	CCCS, MS, NDLS
40			Refine search results (with constraints like size, color, type, time, usage rights)	
41			Utilize correct keywords for effective search	
42			Type web address and visit educational, organizational, commercial web sites	CCCS, MS, NDLS
43			Fill online form (passport application, newsletter/ blog subscription, registration) and upload necessary files	
44			Listen and download songs online from sites: like indiamp3.com, hungama.com, gaana.com	

Sr. No.	Module	Category	Skills	Standards
45			Watch videos online from: youtube.com, vimeo.com (search videos/songs/lectures, like, share, subscribe, download-add to)	
46			Search info about jobs on monsterindia.com, naukri.com (register, build and submit resume, search jobs by industry/location/function)	
47			Explore a product or service online (search, visit sites, find more relevant info)	
48			Search for a map / driving direction with Google Maps (search / set location, set language, get driving directions, save map)	
49			Use Google IME and Google Translate to type and translate text in other languages.	
50			Play SWF files or Movie Clips by enabling plug-ins to access the content.	CCCS
51			Download and read books from BalBharati and NCERT sites	
52		Use eCommerce	Buy a product online through Flipkart.com, Amazon.in, eBay.in (Search a product, choose Price range, compare, purchase through net banking, debit/credit card)	CCCS, NDLS
53			Make a reservation for travel through irctc.co.in, msrtc.gov.in, makemytrip.com (search bus/train/flight, choose price range, compare, choose seating preference and book tickets)	
54			Book movie/drama tickets with bookmyshow.com (Select movie/drama, choose time, seating arrangement, pay using net banking/debit/credit card)	
55			Do banking online through sbi.co.in, hdfcbank.com (activate net banking account, view account statement, fund transfer, view	

Sr. No.	Module	Category	Skills	Standards
			cheque status, Request cheque book)	
56			Make a donation to a charity online (select fund type like annadan/medical/education/general, chose method like net banking/credit/debit card)	
57			Pay bills online (mobile, internet connection, electricity, water, TV/DTH connection)	
58			Pay to access or download digital content online (e.g. newspaper article, eBooks, eLearning courses)	
59			Practice precautionary methods while shopping online (not sharing personal information with strangers, being alert for online predators, reporting suspicious activities)	
60			Sell online (olx.com, quickr.com: register, take picture, upload, sell)	
61		Employ Digital Communication	email Communication  Create email ID (Choose mail service provider, fill form, register)  Send or read e-mail, send attachments  Reply, forward emails, Organize/modify spam, junk folders	CCCS, MS, NDLS
62			messengers  Download and install messengers (Google Talk, Yahoo)  Share (Send/Receive) information and attachments on messengers  Make online call (using Skype, Viber, Line)	

Sr. No.	Module	Category	Skills	Standards
			Share (Send/Receive) images/videos/files through file storage and sharing services (Dropbox, WeTransfer)	
63			<p>Social networking</p> <p>Operate social networking sites (Facebook, LinkedIn, Twitter: Register, Build Profile, Upload images/videos/songs, visit friends' profile, like, follow)</p> <p>Take part in chat rooms or online discussions with other people</p> <p>Create and Organize online photo albums (Picasa, Flickr: Register, upload, organize, share)</p> <p>Create blog and post information on the blog with WordPress (create blog, maintain archives, managing calendar), Post a comment or review online</p>	
64			<p>use of internet with mobile</p> <p>Send instant messages (WhatsApp, WeChat)</p>	

Sr. No.	Module	Category	Skills	Standards
65		Apply Digital Etiquette	Practice standards/guidelines for digital communication  email: replying mails, addressing people in a proper, decent way, avoiding spelling mistakes, writing small but clear sentences  social networking site: no obscene pics, use of decent language, uploading friends/acquaintances pictures with prior permission	CCCS, MS, NDLS
66			Employ knowledge of laws restricting the use of copyrighted materials (Avoiding use of copyrighted logos/ images/videos/songs/text in profile, or shared material without prior permission)	CCCS, MS, NDLS
67		Cyber Security	Protect the privacy of information with the help of password.	CCCS
68			Set strong password by taking extra precautions to make their password as difficult as possible to crack.	
69			Recognize and describe the potential risks and dangers associated with various forms of online communications	CCCS
70			Identify and explain the strategies used for the safe and efficient use of computers (e.g., passwords, virus protection software, spam filters, popup blockers).	CCCS
71			Do safe e-mail practices by applying appropriate e-mail etiquette.	CCCS
72			Buy items online by following cyber-bullying strategies.	CCCS
73			Use digital information in a network by knowing risk associated. (e.g., Internet, mobile phones, wireless, LANs).	CCCS
74			Know safe and unsafe practices for sharing personal information via e-	CCCS

Sr. No.	Module	Category	Skills	Standards
			mail and the Internet.	
75			Access telecommunications/Internet safely, effectively and efficiently (e.g., password, firewalls, spam, security, Acceptable Use Policy).	CCCS
76			Participate in online communities safely and securely. (e.g., discussion groups, blogs, social-networking sites).	CCCS
77			Use practices to protect one's personal safety online (e.g., not sharing personal information with strangers, being alert for online predators, reporting suspicious activities).	CCCS, NDLS
78			Fill online forms by correctly entering CAPTCHA security codes.	NDLS
79			Keep his/her computer secured and up-to-date by using Windows Action Center and Windows Update.	MS
80		Computer Ergonomics	Use computer safely and properly by following Ergonomic rules like sitting on a chair, distance between monitor and user, keyboard typing, mouse handling.	CCCS
81		Online Collaboration	Evaluate multimedia presentations for organization, content, design, presentation, and appropriate use of citations with the help of teacher's guidelines.	CCCS
82			Use a variety of telecommunication tools to collaborate and communicate with peers, experts, and other audiences (at district's discretion). (e.g., e-mail, discussion groups, Web pages, blogs, Web conferences)	CCCS

Sr. No.	Module	Category	Skills	Standards
83			Use online communication tools to collaborate with peers, community members, and field experts as appropriate (e.g., bulletin boards, discussion forums, and listservs, audio and video conferencing).	CCCS
84			Attend a class from anywhere in the world by using virtual classroom facility.	
85			Complete at least one online non-credit course or tutorial; discuss the benefits and disadvantages of this method of learning.	CCCS
86			Use a variety of media and formats to communicate information and ideas effectively to multiple audiences.	NETS
87		Physically Handicapped	Access applications and hardware appropriately with the help of alternate techniques. (voice typing)	
88		Analyzing Digital Data		
89		Building and Designing a Dashboard		
90	Word Processing	Basic Operations	Learner should be able to perform file operations like, New, Open, Save, Save As, Close and Exit.	CCCS
91			Learner should be able to create new document from the available templates of Microsoft Word.	CCCS
92			Learner should be able to add / remove command menu on the Ribbon or Quick Access Toolbar.	
93			Learner should be able to turn off ‘Ctrl+Click’ option to open hyperlink.	
94		Creating, Editing and formatting Outputs	Learner should be able to create socially useful and productive work like greeting card, business card and cover page by applying various formatting skills like font style, font color, font size and alignment.	CCCS, MS, NDLS

Sr. No.	Module	Category	Skills	Standards
95			Learner should be able to create socially useful and productive work like Invitation Letter and Letterhead by applying various formatting skills like font style, line spacing, change case, bullets and numbering.	
96			Learner should be able to create project report with the help of various formatting features like font name, fontsize, Bold, Italic, and Underline style and heading style.	
97		Enhancing Outputs	Learner should enhance greeting card, business card and cover page by inserting shapes, pictures, tables, text boxes, applying shape style, picture style, picture cropping, table style, table alignment, text box style, word art, page border and page color.	CCCS, MS, NDLS
98			Learner should be able to improve Invitation Letter and Letterhead by inserting watermark, header and footer, date and time, hyperlink, drop cap, page border and page color.	
99			Learner should be able to improve his project report by inserting cover page, pictures, shapes, SmartArt, Table of Content and footnotes, positioning, arranging and grouping various objects.	
100		Page Setup	Learner should be able to change page orientation, paper size, page margin and page numbers of word document.	
101			Learner should be able to add line numbers in the margin and print Invitation Letter on both the sides.	
102		Linking and Embedding	Learner should be able to insert and link other documents like greeting card created in Paint, Spreadsheet, Excel chart and hyperlink to web	



Sr. No.	Module	Category	Skills	Standards
			pages.	
103		Previewing and Printing	Learner should be able to preview a document and print it by selecting an appropriate printer.	
104		Advanced Word Processing	Learner should be able to send a greeting card, business card and cover pages as an attachment by using 'Save and Send' option.	
105			Learner should be able to send Invitation Letter and Letterhead to multiple persons by using Mail Merge feature.	
106			Learner should be able to do proofreading of a document by checking spelling and grammatical mistakes.	CCCS, MS, NDLS
107			Learner should be able to save SUPW documents into different formats such as Web Page, Word Template, Word 97-2003 Documents, PDF, Plain Text and Rich Text Format.	CCCS
108			Learner should be able to encrypt SUPWs by adding a password to the files and preventing formatting changes by using 'Restrict Editing' option.	CCCS
109			Learner should be able to design forms by inserting ActiveX controls like Date Picker Content Control, Picture Content Control, Plain Text content control and Check Box Content Control	
110			Create and include his/her own Digital Signatures into the documents. Learner should be able to verify the identity of the person who signed the documents with the help of Digital Signatures.	
111			Learner should be able to compare two versions of a document	

Sr. No.	Module	Category	Skills	Standards
			simultaneously.	
112	Spreadsheet	Creating, Organizing and Formatting Worksheets	Learner should be able to create socially useful and productive work spreadsheets like Event Expenses Sheet and Exam Timetable to store large amount of data and apply formatting like cell alignment, cell border, merge and center cell, renaming sheet.	CCCS, MS
113			Learner should be able to create To-Do-List and Planner by applying various formatting skills like worksheet background, removing border, adjusting row and column height, inserting and deleting rows and columns, applying numbering formats, using wrap text and text orientation and cell background.	CCCS, MS
114			Learner should be able to set rules / condition for cell formatting using Conditional Formatting.	
115			Learner should be able to fill data automatically in worksheet cells by using auto fill feature.	CCCS, MS
116		Data Analysis and Management	Learner should be able to manage and distinguish data by applying sort and filter.	CCCS, MS
117			Lerner should be able to compare data by creating charts and graphs	CCCS, MS
118			Learner should be able to modify and format charts by applying chart layout, chart style, labels and titles	CCCS
119			Learner should be able to create tiny charts using Sparkline's.	
120			Learner should be able to extract information from a large amount of data with the help of Pivot Tbe able, Pivot Charts and Slicers.	CCCS
121		Using Formulas and Functions	Learner should be able to do arithmetic operations by using various formulas.	CCCS

Sr. No.	Module	Category	Skills	Standards
122			Learner should be able to use basic functions like SUM, Average, MIN, COUNT, MAX and IF	CCCS
123			Learner should be able to use advanced functions like SUMIF, COUNTIF, LOOKUP, VLOOKUP, HLOOKUP, LEN and NOW	
124			Learner should be able to use NESTED IF to calculate Grade and Class.	
125		Resolving Errors	Learner should be able to correct Excel errors such as # NULL! , #DIV/0! , #VALUE! , #REF!	
126		Printing Worksheets	Learner should be able to set and clear print area of spreadsheet files.	
127			Learner should be able to specify row and column to repeat on printed page.	
128			Learner should be able to change page order before printing his worksheet.	
129			Learner should be able to print entire workbook, active page and selected page.	
130		Advanced Spreadsheet	Learner should be able to enter data on a new line within a cell using Alt + Enter	
131			Learner should be able to keep a specific row or column visible while scrolling a worksheet by using Freeze Panes.	
132			Learner should be able to use excel data while using mail merge in a word processing.	
133	Presentation Graphics	Creating Presentation	Learner should be able to create socially useful and productive work like Digital Photo Album, Flyer and Greeting card by applying basic formatting skills like text alignment, text color, character spacing and slide layout	CCCS

Sr. No.	Module	Category	Skills	Standards
134			Learner should be able to create Personal Portfolio by applying formatting skills like text shadow, line spacing and columns.	
135		Designing and Enhancing Presentation	Learner should be able to enhance his/her Personal Portfolio by applying design themes, theme colors, background styles and inserting shapes, pictures, SmartArt, word art, header and footer, clipart, table.	CCCS
136			Learner should be able to generate musical greeting card and musical digital photo album by inserting audio and video, applying transition and animation effects.	
137			Learner should be able to perform Digital Image Processing with the help of various picture tools like artistic effect, brightness and contrast, picture style, compress picture, crop picture, arranging and resizing images	
138		Delivering Presentation	Learner should be able to set appropriate presentation view, animation timing and animation sequence of the presentation.	CCCS
139			Learner should be able to play a greeting card or digital photo album in a continuous loop.	
140			Learner should be able to change format of a presentation file to open automatically as a slide show.	
141			Learner should be able to create video of a presentation by using 'Create a Video' option.	
142			Learner should be able to present online by broadcasting his/her personal portfolio.	
143			Learner should be able to change file format of a presentation file into Image File Type, PowerPoint template and PowerPoint Picture Presentation.	

Sr. No.	Module	Category	Skills	Standards
144		Advanced Presentation Graphics	Learner should be able to use slide masters to make a global change in Presentation.	
145	Database Management System	Basic Operations	Learner should be able to plan and design various databases by creating database structure, setting appropriate data types and entering data.	CCCS
146		Working with objects	Learner should be able to create form to add or edit table data easily and effectively.	
147			Learner should be able to produce and prints reports by using report wizard.	CCCS, MS
148			Learner should be able to import or export data from various applications like Excel, Outlook, and Text file.	
149		Database Security	Learner should be able to protect a database created in MS Access.	
150	Personal Information Manager	Configuration	Learner should set up a new email account in Microsoft Outlook	
151		Basic Operations	Learner should be able to send, receive, reply, forward mail messages to others.	
152			Learner should be able to include a signature in outgoing message.	
153			Learner should be able to schedule a meeting with others.	
154			Learner should be able to create contacts, appointments, task list, group contacts to use MS outlook effectively.	

### **C. KYP Course 3: Soft Skills and Life Skills for Workplace Readiness**

**(40 hrs, Hindi and English Medium)**

Course offers Soft Skills and Life Skills required for

- Being sensitive towards self, others and nature
- Understanding and managing self for raising personal competence
- Understanding others and maintaining sound interpersonal relations through responsible communication

- Achieving an enriched personal, professional and social life

Sr.No.	Modules	Description
1	Self-Awareness and Self-Management	Understanding self, Being sensitive towards self, others, society and nature, Being Assertive, Identifying strengths and weaknesses for raising personal competence
2	Interpersonal Skills	Being sensitive towards others, Understanding others, Managing workplace relations and teams
3	Presentation Skills	Presenting self, ideas and work with confidence and quality
4	Time management	Schedules and plans, respecting value of time – self and others
5	Goal Setting and Decision making	Personal goal setting, Taking Initiative, Making appropriate decisions
6	Being Flexible	Adapt to change & challenges with positive attitude
7	Workplace Ethics	Responsible and ethical behaviour at workplace, Respecting diversity (cultural, gender)
8	Conflict Management	Analyzing and Resolving conflicts, Convincing, Compromising, Seeking cooperation and collaboration
9	Positive Health (Stress Management)	Maintaining a balanced personal, professional and social life, Managing stress
10	Customer Relationship Management	Value and practice service attitude, Being sensitive towards customer and serving with empathy

### 3.2. eContent Provider for Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally

BSDM has implemented the Bihar State - Certificate in Financial Accounting (BS-CFA) scheme through Online Mode (LMS) and through an Interactive session conducted by a Certified Trainer (Learning Facilitator) to:

- Create a work force that understand how Goods and Service Tax (GST) is levied on the supply of goods and services and to help small and medium enterprises of Bihar for filing GST returns.
- Introduce a training that will enhance the employment / self-employment potential of the youth interested in pursuing a career in the aforementioned sector.

The illustrative (not exhaustive) syllabus is as follows, which may undergo up-gradation in near future.

### **List of topics**

1. Introduction to Financial Accounting (Theory)
2. Tally History and Journey (Theory)
3. Introduction to GST (Theory)
4. Tally with GST
5. Financial Accounting Basics (Theory + Practical)
6. Maintaining Company Data
7. Incorporation of various laws under GST (Theory)
8. Creating Masters
9. Voucher Entry
10. Constitutional Amendments in GST (Theory)
11. Inventory
12. Economic Survey with regard to GST (GST)
13. Payroll
14. TDS
15. Other Scenarios
16. Reports
17. Tally Software Services (TSS)
18. Data Management

### **Illustrative Syllabus Details**

#### **1. Introduction to Financial Accounting (Theory)**

- Accounting
- Methods of Accounting
- Financial Accounting Concept
- Recording of Transactions
- Accounts Books
- Final Accounts
- Manual Accounting vs Computerised Accounting
- Computerized Accounting Software
- Accounting without codes

- Budgets, MIS and Ratio analysis (in short)
2. **Tally History and Journey (Theory)**
  3. **Introduction to GST (Theory)**
    - “5 W” of GST
    - Basics of GST
    - Objectives of GST
    - GST at Global level
    - List of Goods not covered under GST
    - Registration Process Under GST to be added
    - Registered and Unregistered Dealers and Effects of Purchases from Unregistered Dealers.
  4. **Tally with GST**
    - Upgrading to Tally.ERP 9 Release 6.0
    - Start Using Tally.ERP 9 for GST Compliance
      - Activate GST
      - Set up tax rates
      - Update or create ledgers as required
    - Recording Sales and Printing Tax Invoices
    - Recording Purchases
    - Recording a Tax Payment
    - Transferring Tax Credits of VAT, excise and service tax to GST
  5. **Financial Accounting Basics (Theory + Practical)**
    - Company Creation
    - Accounts Configuration
    - Accounts Classification
    - Accounts Master Creations
    - Trial Balance
    - Voucher Entry
    - Discount Entry
    - Petty Cash
    - Voucher Types and Classes



- Accounts Vouchers

## 6. **Maintaining Company Data**

- Gateway of Tally
- Creating and Maintaining a Company
- Loading a Company
- Maintaining Group Company
- F11: Company Features
- F12: Configuration

## 7. **Incorporation of various laws under GST (Theory)**

- List of all taxes that are subsumed into GST to be given separately here.
- Reverse charge mechanism introduction of GST to be given
- Central taxes which will be included in CGST
- State taxes which will be included in SGST
- IGST
- GST Rates

## 8. **Creating Masters**

- Accounts Information
- Statutory Info.
- Inventory Information

## 9. **Voucher Entry**

- Accounting Vouchers
- Inventory Vouchers
- Optional & Non-Accounting Vouchers
- Order Processing
- Advanced Voucher Entry

## 10. **Constitutional Amendments in GST (Theory)**

- Power with central government
- Power with state government

- GST Council
- Set off Mechanism between CGST,IGST and SGST

## 11. Inventory

### **Stock Groups**

- Creating a Stock Group
- Creating Multiple Stock Groups
- Displaying a Stock Group

### **Stock Categories**

- Creating a Stock Category
- Creating Multiple Stock Categories
- Displaying a Stock Category
- Altering a Stock Category

### **Stock Items**

- Creating a Stock Item
- Creating a Stock Item in Advance Mode
- Displaying a Stock Item
- Altering a Stock Item

### **Units of Measurement**

- Creating Compound Units of Measure
- Altering a Units of Measure
- Displaying a Units of Measure

### **Bills of Materials**

- Creating Single Bill of Materials for a Stock Item
- Creating Manufacturing Journal for a Stock Item with Single Bill of Materials
- Creating Multiple Bill of Materials for a Stock Item
- Creating Manufacturing Journal for a Stock Item with Multiple Bill of Materials
- Creating Single/Multiple Bill of Material with Type of Item

- Creating Manufacturing Journal for a Stock Item with single/Multiple BOM created with Type of Item

### **Batches & Expiry Dates**

- Activating Batch-Wise Details
- Manufacturing date & Expiry date for Batch

### **Inventory Voucher Class**

- Creating Stock Journal Voucher Class
- Predefined Voucher Types in Tally.ERP 9

## **12. Economic Survey with regard to GST (GST)**

- Benefits of implementing GST
- Limitations of implementing GST

## **13. Payroll**

- Payroll Features of Tally.ERP 9
- Enabling Payroll in Tally.ERP 9
- Five Easy Steps to Generate a Pay Slip
- Creating Payroll Masters (Payroll Info)
- Payroll Voucher Entry / Transactions
- Payroll Reports

## **14. TDS**

- Getting Started with TDS
- Configuring TDS
- Masters
- Transactions
- TDS Reports
- Union Budget Changes for TDS - 2017-18

## **15. Other Scenarios**

- Recording Purchase from Registered & Unregistered GST Dealers
- Inward Supply of Services Under Reverse Charge
- Recording an Advance Receipt from Customer
- Recording an Advance Payment to Supplier under GST
- Sales - Nil Rated, Exempt, SEZ, and Deemed Export
- Recording Sales of Composite Supply Under GST
- Recording Sales of Mixed Supply Under GST
- Recording Sales Returns
- Recording Purchase Returns (Debit/Credit Notes)
- Recording Import of Services (Debit/Credit Notes)
- Recording Export Sales
- Recording Journal Vouchers for Adjustments Against Tax Credit
- Recording a Journal Voucher for TDS Adjustment
- Recording a Journal Voucher for TCS Adjustment
- Recording a Journal Voucher for Refund of Tax Credit
- Recording a Journal Voucher for ISD Credit
- Recording a Journal Voucher for Transitional Credit
- Recording Journal Vouchers for Other Liabilities
- Recording Journal Vouchers for Reversal of Tax Credit

## 16. **Reports**

- Basic Features of Displaying Reports
- Modifying Reports
- Display Financial Statements
- Display Registers & Ledgers
- Display Inventory Reports & Statements
- Management Information System (MIS) Reports
- Printing Reports

## 17. **Tally Software Services (TSS)**

- Creating Remote Users
- Authorising Security Levels
- Assigning Security Controls
- Connect Company to Tally.NET Server

- Remote Login

## 18. **Data Management**

- Backup & Restore
- Split a Company
- Import Data
- Export of Data
- E-Capabilities
- Tally ODBC
- SQL Query

## 18. **Registration**

- Applying for registration
- Reply to show cause notice
- Updating forms and Annexures
- Amendment to Registration
- Cancellation
- Revocation of Law Cancellation

## 20. **Reforms**

- Uploading statement and supplies
- Downloading of invarious
- Matching with booking of accounts
- Use of offline utilities

## 21. **E-way Bills**

- Generations
- Updation
- Cancellation
- Reports

## 22. **Payment of Taxes**

### 3.3 Other General terms related to eContent for Kushal Yuva Program and BS-CFA

The agency should have / create exhaustive modules covering but not limited to the above-mentioned minimum topics hosted online and delivered through eLearning mode.

Yearly updation of the Kushal Yuva Program (KYP) and BSCFA course content to ensure market relevance of the content being offered.

Standards followed while designing the course:

The bidder should mention various national and international course standards followed while designing the IT literacy course covering the syllabus mentioned above.

Study Material:

The bidder should provide soft copy of approved study material in the form of

- Book: Highly illustrated, at least 200 Pages, Four colour book in English and Hindi language for every Learner
- eContent: SCORM compliant rich multimedia eLearning content in English and Hindi language.

Specification for Multimedia Based Educational Content:

The bidder should have ready to use multimedia eLearning content in Hindi and English languages for the above course based on the syllabus as defined above.

Content Features:

Following are the expected features in the content:

Nature of content

- A typical Content LO (Learning Object) must follow a representative flow viz.
  - Learning objective -introduction
  - Demonstration
  - Explanation
  - Exploration and interactive exercise and/or simulation
  - Summary
  - Test on skills covered in the learning object
  - Activity/Exercise
  - Project
- All the content must be SCORM compliant
- Each and every single frame of content must be accompanied by narration text (similar to the VO language)
- Essentially all the content frame should have run time specified along with
- Each and every content frame must have a pre loader and a scrubber/status bar along with a reply button.
- Each and every content frame must have a clear (without any noise / humming) human voice over. It should be with neutral accent.

Content Types

Following are the types of content required for above mentioned course:

1. Inform sessions
2. Perform sessions

3. Assignments/ePortfolio activities
4. Projects
5. Question bank
6. Interactive quizzes (timed and untimed)

### **Inform Sessions**

Inform type content may vary from flash animations, video, static images graphics, etc. This content will be rendered through HTML pages.

#### Flash Animations

- Screen size: 800 x 600 or 1024 x 768
- Embed all the desired fonts within the compiled file
- Duration: 30 – 40 seconds (for every individual frame)

#### Graphics

- Screen size: 800 x 600, 1024 x 768
- Recommended formats: JPEG, GIFF, PNG, BMP, PDF

#### Video

- Screen size: 800 x 600, 1024 x 768
- Recommended formats: MPEG, MP4

### **Perform Sessions**

Perform type content helps the learner to understand the concepts/skills and its application through interactivity. Session contains interactive exercises, simulations etc.

- Interactive exercises (with corrective feedback)
  - Screen size: 800 x 600, 1024 x 768
  - Recommended formats: (flash based) SWF
  
- Simulations (guided, with hints, and without hints)
  - Screen size: 800 x 600, 1024 x 768
  - Recommended format: (Flash based) SWF

### **Assignments / e Portfolio activities**

- Assignments are to encourage hands-on application of concepts/gained skills, though the nature of assignments can vary depending upon the subject / skill.
- These assignments/activities for enrichment of ePortfolio ideally should comprise of:
  - Reference material (raw files, open files, and other required assets)
  - Instructions (in PDF format)
  - Glimpse/sample of finished assignment/activity

### **Assessment through Objective Questions**

To support comprehensive and continuous assessments the assessment sessions should have

- Simulation based assessment sessions (with hint, without hint): for convergence of learning and assessment

### **Objective questions including**

- Multiple Choice Single Correct
- Multiple Choice Multiple Correct
- Fill in the blanks
- Match the following
- Drag and Drop
- Comprehensive questions
- Multimedia Questions with Video and Audio support

### **Content package**

Content will be considered complete only when it is bundled with following:

- Detailed syllabus
- Day wise breakup
- List of special additions like case studies
- Quality assurance certificate/undertaking

Required features of the Multimedia educational content keeping in mind the aptitude and ability of the Candidates

Local language: For better understanding and interpretation, the languages in the multimedia content will be written and spoken with utmost correctness. The language experts may be engaged for the purpose.

Cultural context of multimedia eLearning content: It should predominantly reflect life ethos and culture of state

## **4. State-wide Implementation, Monitoring and Operation Support for Skill Development Programs for entire contract duration.**

BSDM is also desirous of accessing the proven managerial, operational, technical and coordination services delivery expertise and experience of the Bidder with proven track record in implementation /support of the large scale Skills Development Program using the knowledge and software framework/s mentioned the scope above and by using eContent mentioned above.

### **1. Knowledge Framework Technical Support**

SDCs are going to use a support mechanism to track the issue or task allocation. Following is the scope of the support management System:

- Support multiple activities
- Flexible role-based access control
  - a. Defining roles and set their permissions
- Flexible issue tracking system
  - Defining status and issue types
    - a. Workflow transitions can be set up for each issue type and Role through the web-based administration interface (a default configuration can be loaded when installing the application)
- Gantt chart and calendar



- a. Generation of automatic Gantt chart and calendar based on issues start and due dates
  - o News, documents and files management
    - a. Posting messages and share files
  - o SMS and email notifications
2. The Bidder shall provide to BSDM its expertise and experience in rendering managerial, operational, technical and coordination services in implementation / support of the large scale Skills Development Program using the software platform based on the BSDM knowledge framework created by it hereunder.
  3. The Bidder will ensure that any legacy data of BSDM (data available with BSDM in any format across all schemes) is imported in the Portal / LMS developed by the bidder for BSDM.
  4. The Bidder shall deploy below manpower for efficient and effective execution of SDP through a state-wide network of SDCs.

Followings are the details of manpower hierarchy expected to be deployed by the Bidder in the entire state for efficient and effective execution of Skill Development Programs through a state-wide network of SDCs.

Sr. No.	Designation	Level	Expected Numbers*	Minimum
1.	State Project Leader	State	1	
2.	State Level Resources <ul style="list-style-type: none"> <li>• Business Analyst - 2</li> <li>• E content support executive - 1</li> <li>• Systems Support &amp; Maintenance - Hardware - 1</li> <li>• Systems Support &amp; Maintenance Software - 1</li> </ul>	State	5	
3.	District Monitoring and Assistance Team	District	1 for each District i.e. 38	

5. Manpower Deployment: The agency will deploy manpower as per the following terms:
  - o The type of resources to be deployed and their illustrative responsibility will be as below:
    - State Project Leader – Single point of contact for BSDM. Managing the selected agency’s deployed as well as backend team.

- Business Analyst – Interaction with BSDM / BSDM stakeholders for requirement gathering and communicating the same to the Agency’s development team.
  - E content support executive – Responsible for customization of e-Content and troubleshoot for any e-Content related issues.
  - Systems Support & Maintenance - Software – Responsible for customization & deployment and maintenance and support for the Knowledge Framework (Dynamic portal) for all programs and LMS.
  - Systems Support & Maintenance - Hardware – Responsible for Hardware maintenance and support for the Knowledge Framework (Dynamic portal) for all programs and LMS.
6. The Bidder shall provide necessary equipment like tablet/laptops with internet connectivity and mobile phones to the deployed manpower for the purpose of leading, managing, supporting and monitoring the SDCs. The district level persons shall also act as local mobilisers and organizers.
  7. The Bidder will provide a list of the staff to BSDM, for processing entry passes/IDs (if required).
  8. Upon receiving a written intimation from BSDM regarding the complete readiness of the workplace, the Bidder will commence its operations within two weeks from the work place made available by BSDM. The Bidder shall pay electricity bill (if so instructed by BSDM), internet and telephone bills for the office space allotted to it by BSDM.
  9. The Bidder will be responsible for all matters regarding the staff deployed for rendering the services in this scope, including appointment, appraisal, termination, remuneration, supervision and monitoring the services rendered by the said staff.
  10. The Bidder shall suggest the network hierarchy, desired number of Centers per district/block/ward as well as criteria for registration of Centers and periodic renewal of their registration.
  11. The Bidder shall use the software frameworks created for BSDM and manage the conduct of the Courses.
  12. The Bidder shall undertake the design of the stationery required for registration/renewal process.
  13. The bidder shall also undertake the design of the stationery required for admission process like brochures, forms, receipts, etc.
  14. The specifications of the stationery may be revised from time to time whenever felt necessary by both Bidder and BSDM.
  15. The Bidder shall suggest criteria for granting/renewing authorization to SDCs if required by BSDM.
  16. The Bidder shall undertake and facilitate the process of registration/renewal of the Centers from time to time as suggested by BSDM.
  17. The Bidder shall render techno-managerial system support for registration/renewal of SDCs and upgrade the same from time to time as required.

18. The Bidder shall offer periodic reports through appropriate logins in the network hierarchy indicating loss of quality at the Centers, if any, and suggest appropriate preventive/ pre-emptive/ remedial/corrective actions.
19. Bidder may share some of its best practices, methods and ready designs with BSDM for suitable marketing, advertisement and promotional programs through various media so as to give wider publicity to the Courses among the potential clientele. The Bidder shall not incur any expenses on advertisement and promotion of the Courses.
20. If requested by BSDM, Bidder may offer advertisement design support to BSDM.
21. The Bidder shall assist and facilitate the Centers to carry out advertisement and promotion among the potential clientele for the Courses at local level, but will not directly incur any expense for the same.
22. The Bidder shall offer the back-end techno-managerial support for smooth conduct of the Courses under this Agreement.
23. The Bidder shall through its back-end techno-managerial support, facilitate BSDM so that each batch of the Course will commence and conclude strictly as per the calendar agreed with BSDM.
24. Though BSDM shall arrange transportation of the requisite study material to the centers
  - a. The Bidder shall ensure that the study material is available to every Candidate enrolled in the Centers before the commencement of their Batch of the Course.
25. The Bidder shall create the login id of each Candidate on Learning Content Management System (LMS) of BSDM's eLearning Framework on Center LAN and regularly download the upgrades of LMS Software and eContent and ensure weekly upload of Candidates' progress profile to corresponding server by using the Internet facility at the Center.
26. The Bidder shall undertake the entire process of Online Certification Test for Certified Trainers / Learning facilitators, System Administrators and various other service providers in cooperation with BSDM by providing technical and academic support.
27. The Bidder shall facilitate for smooth conduct of the examination/s of the Candidates, their certification by using the LMS's examination software and methodology.
28. The Bidder will provide BSDM the LMS delivered course certificates (soft copy) as approved by BSDM and make any necessary updation in the certificate template as and when required.
29. BSDM will print the certificates and make available to SDCs.
30. The Bidder provide necessary support, information to BSDM for deciding the Business targets of the SDCs, use system for monitoring of the Critical Performance Indicators (CPIs) of the Network Partners, monitor their actual performance against set targets, give feed-back and suggest remedial/corrective actions to BSDM.
31. The Bidder will undertake periodic training of the various categories of the staff of the Centers so as to keep them updated about BSDM's norms and revisions thereof about the Courses / processes / modules.
32. The Bidder shall, in providing the Services, ensure that all reasonable efforts are taken to protect the privacy and security of BSDM's Customer Data.

33. Bihar Skill Development envisages selection of an agency for implementation of the following scope through a Build-Operate-Transfer (BOT) model.
- a. The selected agency will develop the Knowledge Framework (Portal), LMS, eContent / Content for the various skilling initiatives of BSDM (as detailed in the scope or as instructed by BSDM) using their own infrastructure / hardware and after the development, testing, user acceptance, security audit clearance will transfer all applications / frameworks developed to State Data Center and all rights / ownership over the application, source code and the Data will be with BSDM.
  - b. All charges on account of hosting till the transfer of application to be borne by the selected agency.
34. The Bidder in collaboration with BSDM will get the application / Portal / LMS audited through a certified agency prior to transfer on State Data Center.
35. All the development work related to Portal, LMS and content needs to be completed in 3-4 months from commencement.
36. In case of any minor level changes as jointly decided by BSDM and selected agency no extra cost will be raised to BSDM. In case of any major change (post approval of BSDM) necessary arrangement in terms of increase in scope and corresponding financials will be ensure by the Bidder in collaboration with BSDM through a proper Change management process created by the selected agency at commencement and duly approved by BSDM.
37. Yearly updation of the Kushal Yuva Program (KYP) and BSCFA course content to ensure market relevance of the content being offered.
38. Capacity building of BSDM & other stakeholders (as required) on the system
- Process wise / module wise periodic demo for the Knowledge framework (Dynamic portal) for all programs and the LMS.
  - Develop training materials, manuals and standard operating procedures and periodic updation of the same. The training for the staff will include training in use of the Knowledge framework (Dynamic portal) for all programs and the LMS for their respective operations and functions. Emphasis shall be on training end users to effectively use the Knowledge framework (Dynamic portal) for all programs and LMS features and provide initial handholding.
39. Technical Architecture
- Scalability: The application should have scalability to support 50000 concurrent users at any point of time the application should also support same number for any online / offline exam.
  - Ease of Maintenance: The application code should have been written leveraging industry coding standards / frameworks / modularity. There should be sufficient documentation available across SDLC stages.
  - Performance: The selected agency in consultation with BSDM needs to declare performance benchmark for all critical transactions. The selected agency also needs to certify and produce documentation to ensure that rigorous reviews and

testing have been carried out in producing application platform. Performance will be one of the key criteria to finalize the application.

- Configurability: The application should have features to change look & feel (UI) of pages.
- Compatibility
  - The Knowledge framework (Dynamic portal) for all programs shall be compatible with Desktops, Tablets & phones. LMS should also have interoperability.
  - Data can be in different formats including but not limited to, MS-Word, excel, power-point, pdf, video etc.
  - Browser compatibility: Chrome, Mozilla Firefox, IE and Safari.
- Technology: The preferred technology would be open source (Java / PHP / MySQL etc. or any other pertinent technology)
- Content upload and compatibility standards: SCORM
- Integration with third party systems
  - Integration with mail / sms gateways, any other relevant portal if required etc.
  - Candidate data from the District Registration cum Career Counselling Centre's registration portal (a portal created by Planning Department, Govt. of Bihar for Registration of youth and further channelizing them into their preferred program) or any other relevant portal needs to be pulled on the BSDM database through integration.
  - Integration with payment gateways, other skill development portals etc.

40. The LMS should have capability of following deployment model:

- Deployment/installation and activation on the local server of centers with personalized access to eContent for each candidate, assignment, evaluations, personalized candidate records, and analytical reports for the stakeholders.
- Data sync up between offline and online (central server) installations is required on daily basis. The sync up should happen back and forth.
- In case of issue in local server the central server should provide the learning facility to Candidate on temporary basis and learning records should get sync after the local server issue is resolved. This will help center and Candidate in providing minimum service down time.

41. Security: The applications should have very strong and robust security provisions including encryptions. As applications will have local server / client capability it should be secured enough so that no one can penetrate into the software / database.

- Application access needs to be protected through two layers of firewalls of different makes. First layer will be perimeter/external firewall and second layer will be core/internal firewall (hosted in the core of the network).
- Sys Log server for log collection
- Antivirus System – Symantec/Mcafee Host based

- Load Balancer for distribution of traffic among multiple web/app servers
- Valid authentication for application access

#### 42. Service Level Agreement

- Create and operate help desk for easy resolution of client issues (L1 and L2 Support). The Help Desk should offer a single point of contact for all inquiries related to Knowledge framework (Dynamic portal) and LMS.
- The help desk will cater to all the issues related to
  - Application downtime - The Knowledge framework (Dynamic portal) and LMS needs to maintain an uptime of 99%. Any planned downtime needs to be intimated and approved in advance.
  - Grievance redressal
  - Change management – The mechanism for change management request handling is to be decided at the time of project commencement in collaboration between selected agency and BSDM.
  - Technical issues (L1, L2 ) etc. – The Incidents and Service Requests handling mechanism is provided below
    - L1 Support: L1 or Level 1 Support is the initial support level responsible for basic customer issues. The first job of L1 support personnel is to gather the User’s information and to determine the User’s issue by analyzing the symptoms and figuring out the underlying problem. L1 support personnel are expected to resolve the basic issues reported by any User.
    - The L1 support will be prioritized as Low and Medium level issues based on the effort required with different response time.
      - ✓ Low: Response time <= 4 hours
      - ✓ Medium: Response time <= 8 hours
    - L2 Support: L2 or Level 2 is a more in-depth technical support level than L1 Support and requires more experienced and knowledgeable personnel on Knowledge framework (Dynamic portal) or LMS and related support services. It is synonymous with level 2 support, support line 2, administrative level support, and accounts for advanced technical troubleshooting and analysis required for rendering the solution posed. L2 shall provide support in resolving any query that is unresolved by L1. In case L2 support personnel is not in a position to resolve any query/request raised, they are required to take support from their organization over the same to ensure request resolution.
    - The L2 support will be prioritized as High and Critical level issues based on the effort required with different response time.
      - ✓ High: Response time <= 24 hours
      - ✓ Critical: Response time <= 72 hours
    - Response Time is the total time from request creation to issue resolution and restoration of service. Service may be restored

either by a workaround or by a permanent solution. Ninety percent of issues to be resolved within the time frame specified for each Priority.

- Efforts to be made to ensure that all the requests are resolved in the stipulated response time.
  - Service measurement and Reporting : The service of the agency will also be measured on the following counts:

Sl. No.	Service	Minimum achievement standard
1	Application uptime	99%
	No. of issues resolved	95% of the total issues registered
2	Response time of the resolved issues in	90% of the total issues registered
3	No. of unscheduled outages	None

- Monthly reports for the above need to be submitted to BSDM by the agency.
- Customer / BSDM escalation matrix to be in place
  - The Business and Technology Services Leader assigned for BSDM should be available to address any questions about the services, processes etc. The Business and Technology Services Leader may be directly contacted, or a Service Request might be initiated with the Help Desk.

**APPENDIX I – FORM OF CONTRACT (TENTATIVE)**

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**CONTRACT FOR:** Agency which will act as:

- a) Knowledge Framework Provider (Portal) for all Skill Development Program's Management (KFP-SDPM)
- b) eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
- c) Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
- d) State-wide Implementation, Monitoring, Maintenance and Operation Support for all above and Skill Development Programs for entire contract duration

**under Build-Operate-Transfer (BOT) model for BSDM.**

**CONTRACT NUMBER:** RFP No. and Date of issuance of RFP

**THIS CONTRACT is made**

**BETWEEN:** [Bihar Skill Development Mission (BSDM), Department of Labour Resources, Government of Bihar (hereinafter called “the Client”)]

**AND:** [*Please insert name of Bidder*] (hereinafter referred to as “the Agency”)

[*Please insert nodal officer and communication address of the Agency*]

**WHEREAS:**

**A.** the Client has requested the Agency to provide certain services as defined in the Terms of Reference of the RFP (hereinafter called the “Services”); and

**B.** the Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

**1. Documents**

This Contract shall be comprised of the following documents:



- a) Form of Contract
- b) Letter of Award
- c) Section 1 – LOI and Important Information
- d) Section 2 - Instructions to Agencies and Data Sheet
- e) Section 3 – Pre-Qualification Proposal and attached formats
- f) Section 4 - Technical Proposal and attached formats
- g) Section 5 - Financials
- h) Section 6 - Terms of Reference
- i) Minutes of Contract Negotiation Meeting
- j) Form of Consortium agreement (if applicable)

This Contract constitutes the entire agreement between the Parties in respect of the Agency’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Sections 2 and 6.

**2.** The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular

- (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Agency in accordance with the provisions of the Contract.

**Commencement and Duration of the Services**

The Agency shall start the Services on \_\_\_\_*[please insert date]* ("the Start Date") and shall complete them by \_\_\_\_*[please insert date]* ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

**3. Financial Limit**

Payment rates under this Contract shall not, in any circumstances, exceed as quoted in the Financial Proposal.

**4. Time of the Essence**

Time shall be of the essence as regards the performance by the Agency of its obligations under this Contract.

*{Only in case of consortium, add: We undertake that all the partners i.e., \_\_\_\_\_ (name of the lead partner) and \_\_\_\_\_ (name of the other partner) shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.}*

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Client

For and on behalf of Agency

Signature

Signature

Name:

Name:

Date:

Date:

Witness on behalf of Client

Witness on behalf of Agency

1. ....

1.....

2. ....

2. ....

**APPENDIX II – FORM OF CONSORTIUM AGREEMENT (TENTATIVE)**

**ON A STAMP PAPER**

This Consortium Agreement executed on this \_\_\_\_ day of \_\_\_\_\_ 2021

By:

M/s. \_\_\_\_\_ a \_\_\_\_\_ incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_  
(Hereinafter called the “Lead Partner/Partner-in-charge” which expression shall include its successors);

And M/s. \_\_\_\_\_ a \_\_\_\_\_ incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_  
(Here in after called the “Other Partner” which expression shall include its successors)

The Lead Partner / Partner-in-charge and the Other Partner shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (herein after called as “Bid”) for the work of:

- a) Knowledge Framework Provider (Portal) for all Skill Development Program’s Management (KFP-SDPM)
- b) eContent Provider for Kushal Yuva Program (eCP-KYP) and Bihar State – Certificate in Financial Accounting (BS-CFA) including GST and Tally
- c) Learning Management System Provider (LMS) for KYP and BS-CFA Program delivery Management (KFP-SDPM)
- d) State-wide Implementation, Monitoring and Operation Support for Skill Development Programs for entire contract duration

**under Build-Operate-Transfer (BOT) model for Bihar Skill Development Mission (BSDM)**

in response to Request for Proposal (hereinafter called as ”RFP” Document) Dated \_\_ / \_\_ / 2021 for the purposes of submitting the RFP (RFP No. \_\_\_\_\_) and entering into a contract in case of award for the Assignment.

WHEREAS, the Client invited bids vide its RFP (RFP No. \_\_\_\_\_) for the Assignment AND WHEREAS as per document, Consortium bids will also be considered by the Client provided they meet the specific requirements in that regard.

AND WHEREAS the proposal is being submitted to the Client vide proposal dated \_\_ / \_\_ / 2021 based on the Consortium Agreement being these presents and the proposal with its forms and submission documents, in accordance with the requirement of RFP document conditions and requirements have been signed by the Authorised Signatory and submitted to the Client.

AND WHEREAS Clause of RFP document stipulates that a Consortium of maximum two organizations, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Partner of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly

and severally liable for the performance and all obligations there under to BSDM and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be A Lead Partner Consortium.
2. M/s \_\_\_\_\_ Shall act as Lead Partner for self, and for and on behalf of M/s \_\_\_\_\_ (Other Partner) and further declare and confirm that we shall jointly and severally be bound unto the Client for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted /executed by the Lead Partner in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. The composition or the constitution of the consortium shall not be altered without the prior consent of BSDM.
4. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
5. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the BSDM, shall have the overall responsibility of the management of the assignment and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
6. All instructions/communications from BSDM to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
7. If BSDM suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to BSDM on its demand without any demur or contest. The Client shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Client to proceed against the Lead Partner before proceeding against or dealing with the Other Partner.
8. The financial liability of the Consortium Members to the BSDM, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to BSDM.
9. It is expressly agreed by the Members that all the due payments shall be made by the Client to Lead Partner only.
10. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Court of Patna shall have the exclusive jurisdiction in all matters arising there under.
11. It is also hereby agreed that Lead Partner shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by Client in the RFP document.
12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by BSDM.
13. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Assignment, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorized representatives executed these presents and affixed common seal of their organization, on the day, month and year first mentioned above.

1) Witness

2) Witness

For and on behalf of \_\_\_\_\_ (Lead Partner)

(Signature of Legally Authorised Signatory)

Name:

Designation:

Organization Name:

1) Witness

2) Witness

For and on behalf of \_\_\_\_\_ (Other Partner)

(Signature of Legally Authorised Signatory)

Name:

Designation:

Organization Name:

**A TENTATIVE SNAPSHOT OF SKILL DEVELOPMENT PROGRAMS IMPLEMENTED BY BSDM IS AS BELOW:**

BSDM Skill Development Programs	Remarks	Some Statistics
Kushal Yuva Program	BSDM's Flagship Program with Focus on Increasing Employability	<ul style="list-style-type: none"> <li>• Students Registered: 16 Lac Plus</li> <li>• Students enrolled: 10 Lac Plus</li> <li>• Students certified till date – 7 Lac Plus</li> <li>• Students undergoing training – 70 to 80 Thousand (Continuous)</li> <li>• Total empanelled centres – 1700 Plus</li> </ul>
Domain Skilling Program	Domain Specific Fresh Skilling across Sectors for various state and central schemes	<ul style="list-style-type: none"> <li>• Total centres – 700 Plus</li> <li>• Total QP NOS Courses currently offered – 122 Plus across 27 Plus different sectors</li> <li>• Total GTP Courses currently offered – 25 Plus</li> <li>• Students undergoing training: 13 Thousand Plus (Continuous)</li> <li>• Total Candidates that have completed training: 71 Thousand Plus</li> <li>• Total Candidates eligible for assessment: 54 Thousand Plus</li> <li>• Total Candidates assessed: 50 Thousand Plus</li> <li>• Total Candidates Certified (received certificates): 39 Thousand Plus</li> </ul>
Recruit-Train-Deploy Model	Industry Driven Skill Development with Focus on Employment	<ul style="list-style-type: none"> <li>• Total RTD Partners on boarded-19+</li> <li>• Total RTD Centers set up: 16+</li> <li>• Batches Completed: 53+</li> <li>• Total Candidates Trained (training complete): 1300+</li> <li>• Total candidates undergoing training: 300+</li> <li>• Candidates deployed: 300+</li> </ul>
Recognition of Prior Learning (RPL) Program	Assessment and Acknowledgement of skills acquired through informal channels with a Bridge Course	<ul style="list-style-type: none"> <li>• Total centres – 42 Plus</li> <li>• Total candidates: 1200 Plus</li> </ul> <p>*New Initiatives</p>
PMKVY-CSSM Component	Implementation of Pradhan Mantri Kaushal Vikas Yojna- State Component	<ul style="list-style-type: none"> <li>• Total target (2016-20)- 34000</li> <li>• Total Operational Training Partners- 27+</li> <li>• Total Operational Centres – 63+</li> <li>• No.of Job Roles in which training has been undergoing- 30+</li> <li>• No.of Sectors- 17+</li> <li>• No of Ongoing Batches: 60+</li> </ul>

BSDM Skill Development Programs	Remarks	Some Statistics
		<ul style="list-style-type: none"> <li>• No of candidates undergoing training: 2100+</li> <li>• No of Completed Batches: 150+</li> <li>• No of Candidates Trained: 4500+</li> <li>• Total Assessments Done: 2700+</li> <li>• Total Certificates obtained: 2300+</li> </ul>
BSCFA Course	Online Course in Financial Accounting, Tally and GST.	<ul style="list-style-type: none"> <li>• Students enrolled: 3000+</li> <li>• Students completed training till date – 1700+</li> <li>• Students certified till date – 1100+</li> <li>• Students undergoing training – 1300+ (Continuous)</li> <li>• Total empanelled centres – 45+</li> </ul> <p>*New Initiatives</p>
SANKALP (Central Scheme)		<p>The Skill Acquisition and Knowledge Awareness for Livelihood Promotion (<b>SANKALP</b>) project aims to implement the mandate of the National Skill Development Mission (NSDM) for <i>Strengthening of the Skills Ecosystem in Bihar</i></p> <ul style="list-style-type: none"> <li>• Strengthen institutional mechanisms at National and State level</li> <li>• Improve Quality and Market Relevance of Skill Development programs</li> <li>• Improve access of skills training for female trainees and other disadvantaged groups</li> <li>• Expanding the skills training horizon through private-public partnerships (PPPs).</li> <li>• Outcomes will be measured through Disbursement Linked Indicators (DLIs).</li> <li>• SANKALP project has 6 years implementation schedule</li> </ul> <p>Current WIP:</p> <ul style="list-style-type: none"> <li>• <b>Training in Plumbing and Electrician Course for PHED:</b> <ul style="list-style-type: none"> <li>• 10 days RPL with Bridge Training for 44000 candidates through 101 Govt ITIs as TP.</li> </ul> </li> <li>• <b>SAMPARK Kendra: (Shramik/Students Prammarsh Evam Rojgar Kendra)</b> <ul style="list-style-type: none"> <li>• SAMPARK Kendra will be established in each of the 38 Districts at respective DRCC.</li> <li>• Career, Migration and Livelihood</li> </ul> </li> </ul>

BSDM Skill Development Programs	Remarks	Some Statistics
		<p>counselling at SAMPARK.</p> <ul style="list-style-type: none"> <li>• Order value amounting Rs. 3.03 Crore has been given to BELTRON for purchase of Computer/Peripherals etc to set-up SAMPARK.</li> </ul>

**The interested bidders are strongly advised to visit the BSDM website [www.skillmissionbihar.org](http://www.skillmissionbihar.org) for further details and knowledge about skill development programs and initiatives being implemented by Bihar Skill Development Mission.**

To be treated as an Annexure to this document: Please must refer the Session and Topic wise Hourly Break-up of KYP and BSCFA Course available on BSDM website and also in tender section of BSDM website to understand BSDM KYP and BSCFA program.