

REQUEST FOR PROPOSAL (RFP)

For

Selection of Training Partners

To implement Kushal Yuva Program (KYP) through allotment of available **19 “Block Skill Development Center/s” (BSDCs)** on “As is Where is basis” in which the space will be allotted by BSDM to suitable Applicant Organizations (AO/s) for setting up the infrastructure to implement training of Kushal Yuva Program (KYP) as per terms and conditions of this RFP.



RFP No: BSDC/RFP-40-2016(Part-II)-01 Date: 22.01.2025

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

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Notice Inviting Request for Proposal

RFP No: BSDM/RFP-40/2016 (Part II)-01

Date: 22.01.2025

Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Single Bid System) from reputed and experienced organizations to implement Kushal Yuva Program (KYP) through allotment of available **19 “Block Skill Development Center/s” (BSDC)** on “As is Where is basis” in which the space will be allotted by BSDM to suitable Applicant Organizations (AO/s) for setting up the infrastructure to implement training of Kushal Yuva Program (KYP) as per terms and conditions of this RFP.

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

Document Fee and Tender Processing Fee: All Applicants must pay a non-refundable Document Fee of Rs. 5,000/- (Rupees Five Thousand only) and Tender Processing Fee of Rs. 590.00 (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. 50,000/- (Fifty Thousand) only, **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, before the last date/time for submission/ uploading of proposal, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected agencies fail 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 application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in the RFP document 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 Date “22.01.2025”**. The last date for uploading of proposal will be **Date “12.02.2025” up to 15.00 Hrs.** Proposal will be opened on or after **Date “12.02.2025” post 16:00 Hrs.** **The Evaluation of proposals will be made as per criteria laid down in RFP.** Please refer RFP document for complete details.

Post selection and as and when required, the successful applicants will be intimated to register each training center as a Skill Development Center (SDC) on the BSDM portal by following due online registration processes and terms and conditions as specified and modified time to time by BSDM. The BSDM portal (as will be applicable) will cover the entire value chain of skill development value chain right from registration of centers, candidate registration, batch formation, attendance management, monitoring, assessment & certification etc. as applicable, along with registration of selected training partners.

BSDM 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 applicants/bidders shall have any cause of action or claim against the BSDM for the same.

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

1. LETTER INVITIG e-TENDER (Letter of Invitation)

1.1 Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of RFP document	From Date “22.01.2025” (https://www.eproc2.bihar.gov.in)
2.	Last Date/Time for submission/ uploading of Proposal	On Date “12.02.2025” up to 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
3.	Date & time for opening of Proposal	On Date “12.02.2025” post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
4.	Financial Bid Opening Date and Time	Not Applicable , as no price discovery required. This is a Single Bid System.
5.	Method of Selection	As per RFP
6.	Proposal Submission in Consortium/ Joint Venture	Not Permitted.
7.	Bid Proposal Validity	365 days from the last date of proposal submission.
9.	Empanelment Period	One year from the date of signing of contract. This may further be extended for another one year and so on subject to yearly center renewal and undertaking of center renewal conditions. The extension will be based on satisfactory performance and /project requirement and based on the sole discretion of the BSDM. BSDM will always have the right to terminate the empanelment of Skill Development Centers on closure of the relevant scheme by the Government and in such cases centers validity will come to an immediate end.
10.	Contact person/Nodal Officer for queries	Name: Suresh Kumar Singh & Designation: Mission Director Email: md.bsdm@gmail.com & contact no: 7979706411

- 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 applicants will be returned within 60 days after completion of RFP process or completion of Bid validity period whichever is earlier.
- Proposals 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 RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Proposal / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The applicants shall submit their eligibility and qualification details, certificates, if any, as mentioned in respective sections etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The applicant 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 applicant's own risk and may be liable for rejection. Applicants 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 RFP document with full understanding of its implications.

- The applicants should ensure that all the required documents as mentioned in the RFP document are submitted/ uploaded in the prescribed format only. The applicant 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 applicant'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 applicants for submission of original hardcopies of the uploaded documents, if required.
- **The applicant shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity.**
- **Conditional Bids/proposals shall be out-rightly rejected.**
- **Validity of Bids:** 365 days from the last date of proposal submission.
- **For support related to e-tendering process, applicants may contact at following address:**

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. “**Toll Free Number: 1800 572 6571**” Email ID: eproc2support@bihar.gov.in.
- **Corrigendum/ Addendum/ amendments if any, will be published on the departmental website [http:// www.skillmissionbihar.org](http://www.skillmissionbihar.org) and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the applicants. The applicants 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**

1.2 e-Tendering Process Related Instructions:

Submission of Proposals Through electronic mode only:

1. The applicant shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
2. The applicant 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 applicant 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 applicants shall submit their eligibility and qualification details, technical bid, etc., in the online standard formats given in e-Procurement web site at the respective stage only. The applicants 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 applicant shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The applicant 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 proposal of the applicant will be rejected.
5. Tender Processing Fee (TPF), Document Fee and EMD to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card & Net Banking) only.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the RFP. The department / Tendering Authority doesn't take any responsibility for the delay / Non-Submission of proposal / 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, applicants may contact at following address "e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.

1.3 Disclaimer

- i. The information contained in this Request for Proposal (RFP) document or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of the Tenderer or any of their employees or advisers, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided, the client would not be subject to be put to any litigation.
- ii. This RFP is not an agreement and is neither an offer nor invitation by the BSDM to the prospective applicants 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 Tenderer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Tenderer, its employees or advisers to consider the objectives, technical expertise and 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 applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the applicants 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 Tenderer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Tenderer, its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Tenderer also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi. The issue of this RFP does not imply that the Authority/Client is bound to empanel all the applicants or to empanel the selected applicants, as the case may be, for the implementation of the programme and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii. The applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the tenderer, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the applicant and the Tenderer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

List of Abbreviations

Terms	Description
EMD	Earnest Money Deposit
FY	Financial Year
GPS	Global Positioning System
MIS	Management Information System
NCVT	National Council for Vocational Training
NOS	National Occupational Standards
NSDC	National Skill Development Corporation
P&L	Profit and Loss
TP/AO	Training Partner/Applicant Organization (should be read interchangeably)
RFP	Request for Proposal
SSC	Sector Skills Council
NSQF	National Skill Qualification Framework
BSDM	Bihar Skill Development Mission
LoI	Letter of Intent
SSDM	Sate Skill Development Mission
MD	Mission Director
CEO	Chief Executive Officer

Section A - Preface

1. A Brief background of 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.

2. A Brief on Kushal Yuva Program:

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 10th examination or 12th (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.

3. A Brief on objective of this RFP:

- BSDM through this RFP invites proposals from interested organizations (hereafter will be referred as Applicant Organizations i.e. AO) for allotment of its available BSDCs on “As is Where is basis” wherein the AO/s have to install suitable infrastructure and equipment to set up center/s for running KYP courses as an opportunity to participate in empowering youth of Bihar.
- This RFP is intended only for the purpose of allotment of Block Skill Development Centers and will not automatically lead as registration of BSDC as a center for running KYP courses. After allotment of BSDCs the AO/s has to register their each BSDC for KYP courses on the web portal of BSDM (www.skillmissionbihar.org) by following due online registration processes and terms and conditions as envisaged time to time.
- The selected AO/s has to initiate their registration processes of allocated BSDCs within 30 days of issuance of Letter of Empanelment (LOE) and has to mandatorily complete the registration process and set-up of BSDC/s within 60 days of issuance of LOE. BSDM in its discretion may extend any such timeline on sufficient reasons.
- If an AO/s fails to complete the process as stipulated above, a penalty of Rs. 25,000/- per week of delay may be imposed by BSDM and on delay of beyond two week their allotment may be cancelled, and the security deposit/ performance guarantee may be seized. CEO, BSDM on just and sufficient reason may reduce or waive this penalty.

- All the terms and conditions as are applicable to other SDCs for running a KYP course will apply to a BSDC as if it is an SDC. These details can be seen under the tab of “Kushal Yuva Program” on the website www.skillmissionbihar.org
- The Training Partners would be responsible for candidates’ mobilization, establishment of training centers, eligible Learning Facilitator/s, conduct training, assessment & certification, tracking of candidates etc. The entire training cycle shall be managed as per the approved guideline/cost & process norms/SoP/Amendments/Circulars of BSDM as modified time to time.
- All the training shall be managed through BSDM portal.

Section B – General

4. General Provisions

- 4.1 The Training Partners (TPs) shall not receive any income in connection with the engagement except as provided for in the Agreement. The TPs shall not engage in training activities that are in conflict with the interest of the BSDM / Government of Bihar under the Agreement.
- 4.2 The TPs shall not charge any amount or fees from the candidates for the training being conducted under the BSDM under any pretext except as permitted.
- 4.3 Neither the TPs nor any of their affiliates shall be engaged in any assignment that, by its nature, meaning or implication runs in conflict with the present assignment.
- 4.4 Relationship with Client's staff: TPs (including their personnel) that have a business or family relationship with such member(s) of the Client’s staff or its advisors, who are directly or indirectly involved in any part of; (i) the preparation of the RFP document, (ii) the empanelment process, or (iii) monitoring and evaluation of such programme; may not be awarded the Agreement unless it is established to the complete satisfaction of BSDM, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the empanelment process and monitoring of TP’s training.
- 4.5 The TPs shall not try to influence/cheat/use improper activities or methods to the assessment process in any way whatsoever.
- 4.6 By inviting proposals under this RFP, BSDM does not give any guarantee/commitment expressed or implied for the number of candidates or targets that will be trained under this Program. However, BSDM will make its best efforts to have the largest participation of targeted youth as envisioned by it.

5. Unfair Competitive Advantage

- 5.1 The Applicants or their Affiliates applying for empanelment should not derive any competitive advantage from having provided similar or related services to the Client earlier.

6. Corrupt and Fraudulent Practices

- 6.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Empanelment Process. In such an

event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit as damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove, and the rights and remedies which the Client may have under the LOE or the Agreement, if an Applicant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, or after the issue of the Letter of Empanelment or the execution of the Agreement, such an Applicant shall not be eligible to participate in any tender or RFP issued by the Client during the assignment period from the date such Applicant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

6.3 For the purposes of Clause 6.1 and 6.2, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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 Client who is or has been associated in any manner, directly or indirectly with the Empanelment Process or the LOE 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 Client, shall be deemed to constitute influencing the actions of a person connected with the election Process; or (ii) engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the LOE or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOE or the Agreement, who at any time has been or is a legal, financial or Technical Consultant/ Adviser of the Client in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;
- c) "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;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process

6.4 Clause for Blacklisting of TPs: While the primary objective is to facilitate TPs in achievement of targets, but the TPs can default for Corrupt or Fraudulent Practices or other defaults. First level of safeguard against such default by TP is continuous monitoring and consultative system which is

already in place right till the district level. Notices shall be issued to the TPs regarding deficiencies detected at various stages. However, even after notice and reminder(s), if a TP does not take remedial measure; a major step may be taken which might lead to blacklisting of the TP.

Section C – Preparation and Submission of Proposals

7. General Considerations

7.1 The Proposal must be submitted via online mode through E-Proc.

7.2 Applicant shall submit all the required documents as mentioned in the Annexures including Tech Forms. It should be ensured that all formats mentioned in this RFP should be adhered to and no changes in the format should be done.

7.3 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. BSDM shall not be responsible for any delay or non-receipt/ non uploading of the documents. No correspondence will be entertained on this matter. Any proposal received by the BSDM after the stipulated deadline shall not be entertained under any circumstances.

7.4 Instructions to the Bidders:

7.4.1 Completeness of Response

- Bidders are advised to study all instructions, forms, requirement and other information in the RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal at any stage i.e. even at post agreement execution stage.

7.4.2 RFP Proposal Preparation cost & related issues

- The bidder is responsible for all the costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, preparation of proposal, participation in meetings/discussions/presentations, in providing any additional information required by BSDM to facilitate the evaluation process and Awarding of Contract.
- The tendering authority in no case will be responsible or liable for any of such above said costs, regardless of the conduct or outcome of the bidding process.

7.4.3 Miscellaneous

- This RFP does not prevent or force BSDM to engage in negotiations or to award a contract. Further, no reimbursable cost may be incurred in anticipation of award or for preparing the Proposal for this RFP.
- The selected bidder to whom Letter of Empanelment (LOE) has been issued will have to enter into an Agreement/MoU with the BSDM within 30 days of issue of LOE. In absence of a formal agreement/MoU, the RFP and the LOE along with the acceptance of the LOE by the selected bidder, will constitute a binding agreement between the selected bidder and the BSDM.

7.4.4 Right to Terminate the Process and issue of Corrigendum and other Right.

- BSDM may, for any reason, modify the RFP Document by a corrigendum and may, at its discretion, extend the last date for the receipt of Proposals.
- BSDM may terminate the RFP process at any time without assigning any reason. BSDM makes no commitments, express or implied, that this process will result in a business transaction with anyone or between anyone.
- BSDM reserves the right to modify and amend any of the condition/criterion as stipulated in whole of this RFP Document depending upon project priorities vis-à-vis urgent commitments.

7.5 Any attempt by a Bidder to influence the bid evaluation process may result in the outright rejection of its Proposal.

8. Prohibition of Subcontracting or Franchising

Training Partners cannot subcontract/sublet/franchise any part of the skill training in any manner. In case of finding such cases at the time of implementation, the empanelment will immediately be cancelled, and the training partner may be debarred from participating in any bid in future.

9. Earnest Money Deposit

9.1 Every applicant participating in the bidding process must furnish the required earnest money deposit (EMD) as specified in the Notice Inviting Proposals (Rs.50,000/- only).

9.2 EMD of an applicant lying with BSDM in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids.

9.3 The EMD of Rs. 50,000/- (Fifty Thousand) only, will be deposited through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, before the last date/time for submission/ uploading of proposal, failing which the bid will be rejected.

9.4 This EMD will be non-interest bearing and refundable. If the selected agencies fail to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

9.5 Refund of EMD: The EMD of unsuccessful applicants will be returned within 60 days after completion of RFP process or completion of Bid validity period whichever is earlier. However, in case of successful applicants, the latter may request for the refund of EMD, only after submission of Performance Guarantee for all the centers allotted to it by the BSDM

Performance Guarantee of Rs. 1,00,000/- (Rs. One Lakh) per training center in the form of demand draft will have to be deposited to the BSDM by the successful applicants.

9.6 Forfeiture of EMD: The EMD taken from the applicant shall be forfeited in the following cases

- a) When the applicant does not sign the agreement within a period of 30 working days of issue of Letter of Empanelment (LoE) or within the extended timeline permitted by BSDM.
- b) When the applicant withdraws or modifies his proposal after opening of proposals.
- c) When the applicant does not deposit the required Performance Guarantee before the Agreement is signed in the stipulated timeline.
- d) Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in Clause 6.1 and 6.2

10. Confidentiality

From the time the Proposals are opened to the time the Empanelment is announced, the Applicant should not contact BSDM on any matter related to its Proposal Evaluation. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Applicants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Empanelment announcement.

11. Eligibility Criteria and Proposal Evaluation

- (i) The AO/s must be a registered Proprietorship/ Partnership/ Trust/ Society/Company/LLP incorporated/registered on or before 31.03.2021.

The following documents are to be submitted as proof of Incorporation / Registration:

- *Certificate of Incorporation or Registration.*
 - *PAN and GST Registration or any other relevant legal document.*
- (ii) The AO/s must have a minimum Average Annual Turnover (AATO) of at least INR 30.00 Lakh in the three financial years i.e. FY 2021-22 to FY 2023-24.
- A CA certificate certifying the annual Turnover of the last three financial years i.e. FY 2021-22 to FY 2023-24 must be mandatorily submitted along with audited financial statements.
- (iii) The AO/s must have prior experience of Skilling / Training and at least 600 candidates must have been certified in various skilling/training programs run by it on a consolidated basis during the last three financial years (FY 2021-22 to FY 2023-24).
- A CA certificate certifying the **figure of certified candidates in Skilling / Training Programs** during last three financial years (FY 2021-22 to FY 2023-24) must be mandatorily submitted.
- (iv) The AO/s has to mandatorily submit a Notarized Affidavit that it has not been blacklisted / debarred by any Central / State Government or their undertakings and the AO/s must give a declaration that none of its Skill Development Center has been permanently blocked, debarred by BSDM or any other Departments/ State skill Mission/ Central Government institutions/ similar bodies in past.
- (Notarized Affidavit as per Annexure II must be mandatorily submitted)**
- (v) The AO/s must submit BSDC (center) preferences in the given format. (**Annexure V**)
- (vi) The AO/s must submit documentary proof of address of their Registered Head Office if they claim it is located within the same district and block as the BSDC they are applying for.
- (vii) Each eligible applicant organisation will be **allotted only one (1) BSDC center**, irrespective of the number of applications or preferences submitted.
- (viii) All applicant organizations to note that any **organization that already has KYP training centers with BSDM will not be eligible to apply** in this process and any proposal violating this rule will be outrightly rejected.
- (ix) All the centers (blocks) in the empanelment process will be categorized in 4 categories (Category A, B, C and D basis the location, accessibility etc. of the Block.
- (x) To ensure transparency and fairness in the allocation process, the 19 BSDC centers have been ranked in an order for allocation evaluation. This ranking is based on their strategic importance, existing center availability, and other relevant factors.

The ranking of centers is as follows:

Rank	Block	District	Category
1	Ishmailpur	Bhagalpur	C
2	Adhaura	Kaimur	D
3	Garhani	Bhojpur	C
4	Ghoswari	Patna	D
5	Vaishali	Vaishali	B
6	Sabour	Bhagalpur	B
7	Lakhanaur	Madhubani	B
8	Bhitaha	West Champaran	D
9	Piprasi	West Champaran	C
10	Ramgarh Chowk	Lakhisarai,	D
11	Pateribelsar	Vaishali	D
12	Sonbarsa	Sitamarhi	B
13	Barahiya	Lakhisarai	B

14	Ghosi	Jehanabad	C
15	Nagra	Saran	C
16	Kalyanpur	Samastipur	C
17	Rahui	Nalanda	C
18	Hajipur Sadar	Vaishali	A
19	Patna Sadar	Patna	A

Note: - Each Applicant has to specify their preference order against all the 19 Centre, if applicant does not wish to apply for any of the 19 Centre than such centres mandatorily should be marked as “NA” in preference column of Annexure V

Allocation Based on Preferences

- Applicants must submit their BSDC centre preferences in the prescribed format (Annexure V). If applicants will not give, their preferences (at least one) in the given format then their proposal will not be further evaluated.
- Centers will be evaluated and allotted in the order of their rank (from 01 to 19) as per the following process:
 1. Priority allocation based on location of Registered Head office will be the first evaluation criteria.
 2. If multiple applicants have selected the same centre as their preference, the tie-breaking mechanism stated below will be applied.
 3. Once a centre is allocated, it will be marked unavailable in the evaluation process for further allocation to other applicants
 4. In case none of the eligible applicants even have their Registered Head Office in Bihar then the Tie-Breaking Mechanism will be directly used for allocation of the concerned BSDC.

(xi) Proposal Evaluation and Allocation Process

After assessing eligibility of the applicant organisation:

A. Priority Allocation Based on Location of Registered Head Office

- The allocation process will be as follows:
 1. Block-Level: An applicant with a registered head office in the same block as the BSDC will be allocated the BSDC. (In case multiple applicants have their registered head office in the same block than the below stated tie breaking mechanism will be applied)
 2. District-Level: If no applicant meets the block-level criteria, the applicant with a registered head office in the same district as the BSDC will be allocated. (In case multiple applicants have their registered head office in the same district than the below stated tie breaking mechanism will be applied)
 3. State-Level: If no applicant meets the district-level criteria, the applicant with a registered head office in Bihar will be considered for allocation. (In case multiple applicants have their registered head office in the same state than the below stated tie breaking mechanism will be applied)

B. Tie-Breaking Mechanism

- If multiple eligible applicants are found to be eligible for the same BSDC after applying the Registered Head Office location-based criteria, the following tie-breaking mechanism will be applied in the following order:
 1. The applicant with the highest number of certified candidates from skilling/training programs (FY 2021-22 to FY 2023-24) will be allocated the BSDC.
 2. If still tied, the applicant with the highest Average Annual Turnover for FY 2021-22 to FY 2023-24 will be allocated the BSDC. A subsequent notification will be issued in case of lottery.
 3. If still tied, BSDM will conduct a lottery to allocate the BSDC. The lottery will be conducted transparently in the presence of an independent committee, and the process will be documented.

- (xii) However, CEO, BSDM may relax or make stringent or may modify the above procedure of center allocation either generally or particularly.

Section D – Empanelment of the TPs

12. Submission of Performance Guarantee and MoU with BSDM

12.1 The selected training partner (TP)/applicant organization (AO) will submit a performance guarantee of Rs. 1,00,000/- per training center in the form of demand draft, in favour of **Bihar Skill Development Mission, Payable at Patna**, to the BSDM and execute MoU within 30 days of issuance of Letter of Empanelment (LOE) by BSDM.

12.2 Simultaneously, the selected AO/s has to initiate their registration processes of allocated BSDCs within 30 days of issuance of Letter of Empanelment (LOE) and has to mandatorily complete the registration process and set-up of BSDC/s within 60 days of issuance of LOE. BSDM in its discretion may extend any such timeline on sufficient reasons or may cancel the allotment by forfeiting the performance guarantee of such BSDC/s. If an AO/s fails to complete the process as stipulated above, their allotment may be cancelled, and the EMD/security deposit/ performance guarantee may be seized. The purpose is simultaneous on boarding of center(s) on BSDM portal and batch commencement at the earliest.

12.3 The Performance Guarantee will be returned within six months from end of the period of allotment for that BSDC. In case of extension of period of allotment/Yearly renewal of BSDCs, the Performance Guarantee will be returned within six months from the end of extended period of allotment for that BSDC.

12.4 The Performance Guarantee may be forfeited if the AO engages itself in unwarranted/undesirable activities i.e. other than the purpose for which such BSDC has been allotted to the AO besides liabilities towards prosecution under appropriate law. The performance guarantee may also get forfeited in any of the following case:

- Any fraudulent practices by the empaneled training partner.
- Violation of conditions agreed as per the agreement signed between the BSDM and Training Provider or other applicable norms of BSDM.
- Any irregularities that have affected the project.

Section E – Scope of Work

The scope of work to be undertaken by the empaneled training providers would be as below:

13. Mobilization, Pre-Counseling and Registration of eligible candidates

13.1 Awareness creation in the districts in which it has been empaneled.

13.2 Candidate Pre-Counseling: Counseling of training seekers both one on one and through psychometric test are mandatory.

13.3 Counseling the candidates and their parents about the program, available benefits/opportunities / training locations

13.4 TPs shall collect copies of all the relevant documents at the time of enrolment and match them with the originals.

14. Course and Curriculum Design

Training Providers will follow the KYP course/modules as defined by BSDM in this respect.

15. Training

15.1 The TPs will be allowed to operate the centers within the state of Bihar and as per assigned district and block for a period of the Agreement duration and till the yearly renewal period as applicable.

15.2 The TPs would need to install latest GPS enabled biometric attendance devices (as prescribed by BSDM) to capture the Aadhar Enabled Biometric Attendance of trainers and trainees.

15.3 Ensure adequate coverage of the topics specific to the requirements of the KYP course.

15.6 Some of the other facilities to be ensured at the training center (but not limited to) are as under:

- Separate washroom for boys and girls
- CCTV Monitoring
- Equipment & furniture as per specifications to be provided by BSDM
- Power Backup, Water Purifier, LCD / Over Head Projector, as required.
- IT Labs, requisite classrooms, Internet facility etc.

16. Other Terms and Conditions:

- BSDM shall provide the space (BSDC) to Organizations on a rental basis.
- BSDM shall deduct a portion of the Training fee towards rent. An annual increment in the rent subject to a maximum of 10% may be levied as will be decided by BSDM as appropriate.
- Some built in infrastructure for BSDC will be pre-available. The onus of maintenance of all such infrastructure shall be on the selected AO.
- Training Equipment and all other consumables for training shall be installed / made available by the selected AO in compliance with the details provided on the Kushal Yuva Program Tab of BSDM website www.skillmissionbihar.org as modified time to time.
- Training equipment brought in by the organization may be taken back by the organization post the completion of contract period.
- The equipment installed at the training centre shall be primarily used for training as approved by BSDM.
- All operational expenses (eg. for water, electricity etc.) must be borne by the selected Applicant Organization.

Section F – Key Terms of Empanelment

17. Scheme Specific Guidelines:

17.1 The TPs would need to follow scheme specific guidelines while implementing the skill development programme. In case there are no specific guidelines for a scheme, then BSDM guidelines shall be adhered to.

17.2 The TP shall open all the targeted centers basis on the timeline given by the BSDM from the date of empanelment such that training is started in 100% of the targeted centres.

18. Infrastructure and faculty requirements

18.1 The TP would be expected to adhere to the Training Centre Specifications as laid out by BSDM under the Kushal Yuva Program Tab of BSDM website.

18.2 Two Certified Learning Facilitators.

18.3 The Learning Facilitators shall adhere to BSDM qualifications & guidelines as modified time to time.

19. Process and Cost Norms

19.1 Target Beneficiary Age Group:

15-28 Years with below stated maximum age relaxations for specific target groups:

- i. SC/ST beneficiaries – upper age relaxation till 33 years
- ii. PwD beneficiaries – upper age relaxation till 33 years
- iii. OBC beneficiaries – upper age relaxation till 31 years

Students undergoing training / education in technical education institutions wishing to take up the training under Kushal Yuva Program, will be exempted from registering themselves at the District Registration Cum Counselling Centre (DRCC). They will have the flexibility to directly register at KYP SDCs. Such candidates will not have the upper age limit bar of 25 years applicable for them and will be able to choose a 2-hour or 4-hour batch for KYP training.

19.2 Target Beneficiary: Minimum Qualification:

For BSDM run Kushal Yuva Program, the minimum qualification shall be 10th pass.

Note: Relaxation in minimum educational qualifications for some severely disadvantaged groups or some specific target groups / specific programs, may be done as and when deemed required by BSDM or as directed by the State Government.

19.3 **Courses Available:** Kushal Yuva Program

19.4 **Training Duration:** Kushal Yuva Programme – 240 Hours

19.5 **Social Inclusion Mandates:** Not applicable for Kushal Yuva Programme unless otherwise mandated for a project / training program.

19.6 Assessment & Certification:

Assessment – Assessment of candidates who have met the assessment eligibility criteria of 80% attendance of the batch duration, unless otherwise specified in the scheme guideline. For Kushal Yuva Program integrated online assessments to be done by BSDM.

Certification: For Kushal Yuva Program integrated online certification to be done by BSDM.

19.7 SDC operator / SDC (due diligence) empanelment processing fee:

- A non-refundable processing fee of INR 500 (To be revised by BSDM from time to time) per SDC will be charged from all the SDC applicants against the desk appraisal and due diligence conducted by BSDM.

However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

19.8 Centre Registration Fee and annual renewal fee from empanelled SDCs:

- All empanelled SDCs will pay a centre registration fee of INR 3000. The centre registration will be renewed at the end of the financial year in case of satisfactory performance of the SDC. A renewal fee of Rs. 1500 per year shall be charged. However, the initial registration or any renewals thereafter for centres from the date of opening of empanelment / renewal

shall be valid only up to the end of financial year, in which the centre is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the center registration / renewal will cease to exist for all purposes legal or otherwise.

- However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

19.9 Course Registration Fee from empanelled SDCs:

- All empanelled SDCs will pay a course registration fee of INR 1000 / course. The course registration fee will be renewed at the end of the year in case of satisfactory performance of the SDC. A renewal fee of Rs. 1000 per year per course shall be charged. However, the initial course registration or any renewals thereafter for centres from the date of approval / renewal shall be valid only up to the end of financial year, in which the course is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the course registration / renewal will cease to exist for all purposes legal or otherwise.
- However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

19.10 Portal usage fees:

- A per course per candidate portal usage fee of INR 950 (i.e. INR 3.95833 per candidate per hour for 240 hours) will be deducted from the amount payable to the SDC operators or will be charged in case of candidate paid models. This rate is applicable for FY 2019-20 (for batches starting from 1st of April 2019) only which will be revised for subsequent years.

19.11 Refundable security deposit from candidates:

- INR 1000 will be taken as refundable security deposit (to be paid to BSDM through the SDC operator) from candidates who are either covered under Kushal Yuva Programme or under Self-Help allowance (SHA) programme. For SHA candidates this will be applicable from 1st June 2017 batch and onwards.
- For those youth of age group 20-25 who have opted for and have been approved for grant of self-help allowance (SHA), the last 5 months payment of payable SHA shall be released to them only after they successfully complete the Kushal Yuva Training Programme.
- The refundable security deposit will be returned to the candidates who successfully complete the training i.e. are certified (passed) for the training undertaken.

19.12 Release of Funds:

- 30% of the training fee – On completion of 1/3rd of the duration of the course or 1 month whichever is later, for all the candidates with attendance equal to 1/3rd of the duration of the course.
- 30% of the training fee – On completion of 2/3rd of the duration of the course or 2 months whichever is later, for all the candidates with attendance equal to 2/3rd of the duration of the course.
- 40% of the training fee - Post final assessment and certification for all the certified candidates post any applicable adjustment.

Note:

- All the invoices of instalments shall be raised through the system and the payment has to be made within 30 days of the raising of invoice.
- In case in any of the skilling programs it is observed that there is a recovery to be made by the funding entity / department from the concerned SDC/Training Partner on account of the eventual training fee for finally certified candidates of a batch being less than the already paid amount (where any of the tranches before the final tranche are course completion / attendance based payouts) for that batch, the concerned SDC / Training Partner will be liable to pay the recovery amount to the concerned funding entity. If the SDC does not refund the established recovery amount to the department / funding entity, the department / funding entity can take legal action against the SDC / Training Partner.

19.13 Training Calendar:

- Any training batch will be able to start on 1st of the Month or 15th of the month or as per the scheme specific / BSDM guidelines. In case any of these dates is a holiday the common batch starting date applicable will be the next working day.

19.14 Batch Size:

- Min 20 candidates per batch – Max 30 candidates per batch

Note:

- The minimum and maximum batch (group) size may be revised by BSDM in future if required either generally or particularly.
- For any specific category of beneficiaries, exemption may be given by BSDM.

19.15 Training Cost:

- Kushal Yuva Program: INR 40 per candidate per hour for certified candidates only.
BSDM will provide the space (BSDC) to Organizations on a rental basis. The monthly rental would be as below.
 - BSDC in Category A blocks – INR 2400 per month.
 - BSDC in Category B blocks – INR 2000 per month.
 - BSDC in Category C blocks – INR 1600 per month.
 - BSDC in Category D blocks – INR 1200 per month.
 - Note: BSDM shall deduct a portion of the Training fee towards rent. An annual increment in the rent subject to a maximum of 10% may be levied as will be decided by BSDM as appropriate.
- In the Kushal Yuva Programme BSDM will deduct the portal usage fee (which is currently INR 3.95833 per candidate per hour and may be modified time to time) and pay INR 36.04167 per candidate per hour to the SDC subject to round-up/down as will be decided by BSDM

**** The entire process and cost norms as mentioned above under Point 19 above will be subject to revision/modifications as amended time to time by BSDM. The CEO BSDM will have the discretion to make stringent or to relax any of the above provisions either generally or particularly.**

**** Also, items which are not mentioned here but for which there is a guideline or mechanism available on BSDM website or portal, adherence by the Training Partner for such guidelines/norms will be mandatory.**

20. Period of the Agreement:

- One year from the date of signing of contract. This may further be extended for another one year and so on subject to yearly center renewal and undertaking of center renewal conditions. The extension will be based on satisfactory performance and /project requirement and based on the sole discretion of the BSDM.
- BSDM will always have the right to terminate the empanelment of Skill Development Centers on closure of the relevant scheme by the Government and in such cases centers validity will come to an immediate end.

Section G – General Terms & Conditions

21. Interpretation

21.1 Entire Agreement: The Agreement constitutes the entire agreement between the BSDM and the empaneled Applicant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of the Agreement.

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

21.3 Severability: If any provision or condition of the Agreement 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 Agreement.

22. Governing Law:

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

23. Force Majeure:

23.1 Definition

- a) 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.
- b) 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.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

23.2 No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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.

23.3 Measures to be Taken

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

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

23.5 Payments: No payment shall be made during the period of TP's inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.

23.6 Consultation: Not later than thirty (30) days after the TP 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.

24. Change Orders and Agreement Amendments

24.1 BSDM may at any time, order the TPs through Notice, to make changes within the general scope of the Agreement in case of services to be provided by the TP.

24.2 If any such change causes an increase or decrease in the cost of, or the time required for, the TPs' performance of any provisions under the Agreement, an equitable adjustment shall be made in the Agreement Price or in the Delivery and Completion Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the TPs for adjustment under this clause must be asserted within thirty (30) days from the date of the TPs' receipt of the BSDM's order.

25. Roles and Responsibilities of the BSDM

26.1 Monitoring and Evaluation of the TP Performance.

26.2 Disbursal of payment within a period of 30 days on submission of invoice.

26.3 The Roles and Responsibilities of the BSDM shall be discharged on a best effort basis, and they do not absolve the TP from discharging the necessary activities to complete the training cycle.

26. Termination of the Agreement

26.1 Termination for Default: BSDM may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the TP, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the TP to rectify the breach):

- a) The agreement may be terminated if it is discovered at any stage that the TP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
- b) If the TP, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement.
- c) If the TP commits breach of any condition of the Agreement.
- d) If BSDM terminates the Agreement in whole or in part, Performance Guarantee shall be forfeited.

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

27.3 Termination for Convenience – BSDM, by a written notice of at least 30 days sent to the TP, may terminate the Agreement, 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 Applicant under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the selected Applicant may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement if any due to such termination.

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

27.5 Termination by the Client – The Client may, by not less than thirty (30) days' written notice of termination to the TP, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

- a) the TP 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 Client may have subsequently granted in writing.
- b) the TP 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.

- c) the TP fails to comply with any final decision reached as a result of arbitration proceedings.
- d) if the TP fails to comply to the decisions of BSDM.
- e) the TP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the TP knows to be false.
- f) any document, information, data or statement submitted by the TP in its Proposals, based on which the TP was considered eligible or successful, is found to be false, incorrect or misleading;
or
- g) as the result of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

27.8 Termination by the TP – The TP may, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the TP may have subsequently agreed to in writing) following the receipt by the Client of the TP’s notice specifying such breach; the TP 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;
- b) as the result of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c) The Client fails to comply with any final decision reached as a result of arbitration.

27.9 Payment upon Termination – Upon termination of the Agreement, no payment shall be made by the Client to the TP.

27.10 Suspension: The Client may, by written notice of suspension to the TP, without any obligation (financial or otherwise) suspend all the payments to the TP hereunder if the TP shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension.

- a) shall specify the nature of the breach or failure, and
- b) shall provide an opportunity to the TP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the TP of such notice of suspension. The above action will be taken by Client after appropriate approvals.

27.11 Cessation of Rights, Obligations and Services

- a) Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except
- b) such rights and obligations as may have accrued on the date of termination or expiration,
- c) the obligation of confidentiality set forth in RFP,
- d) the TP’s obligation to permit inspection, copying and auditing of its accounts and records by BSDM.

27.12 Upon termination of this Agreement by notice of either Party to the other the TP 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.

28. Disputes Resolution

28.1 Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice and the issue will be referred to the head of the department for resolution thereof.

28.2 Arbitration:

- a) 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 Client and other appointed by the TP 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.
- b) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

Bid Submission Forms and Annexures

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

Proposal shall comprise of following forms:

Tech 1: Covering Letter with Correspondence Details

Tech 2: Details of the bidder organization and eligibility related information

Annexure I: CA Certificate for Financial Turnover

Annexure II: CA Certificate for Number of Trained Candidates

Annexure III: Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal.

Annexure IV: Power of Attorney in favour of Authorized Representative

Annexure V: BSDC Application Details

Note: One Copy of this RFP document has to be submitted along with proposal document as an acknowledgement and acceptance of the terms and conditions and scope of work under this RFP.

Tech 1

Covering Letter on Letterhead of the Bidder with Correspondence Details

<Location, Date>

To,
The Mission Director
Bihar Skill Development Mission
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01

Dear Sir,

We, the undersigned, wish to be empaneled as Training Partner (TP) to implement Kushal Yuva Program (KYP) through allotment of available 19 “Block Skill Development Center/s” (BSDC) on “As is Where is basis” in which the space will be allotted by BSDM to suitable Applicant Organizations (AO/s) for setting up the infrastructure to implement training of Kushal Yuva Program (KYP) in accordance with your Request for Proposal vide **RFP No.** _____ **dated** _____. We are hereby submitting our Proposal, as per the specified format.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by BSDM.
- b. We have no conflict of interest as stated in the RFP.
- c. We meet the eligibility requirements as stated in RFP.
- d. We further declare that, upon selection we will be ready to establish training center in the allotted Block Skill Development Center as per BSDM guideline and within stipulated timeline.
- e. In competing for (and, if we are empaneled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- f. Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.

We undertake, if our Proposal is accepted and the Agreement is signed, to initiate the Training no later than the date as specified by BSDM.

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

We remain,

Yours sincerely,

Authorized Signature
{In full and initials}

Name and Title of Signatory: _____

Name of Applicant: _____

In the capacity of: _____

Address: _____

Contact information (phone): _____

Contact information (e-mail): _____

Tech 2
Important Information and Details

SN	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership, Society, Trust, LLP)	
6	Address of Registered Head Office:	<i>Page No. at which proof is enclosed: __</i>
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate <i>Page No. at which enclosed: __</i>
8	Date of Incorporation/ Registration	
9	Power of Attorney in the name of the Authorized signatory	<i>Page No. at which enclosed:(Annexure IV)</i>
10	Turnover in the last 3 Years: (Please write in full figures)	FY 2021-22: _____ /- FY 2022-23: _____ /- FY 2023-24: _____ /- Submit a CA Certificate stating the above figures with UDIN (Annexure I) <i>Page No. at which CA Certificate has been enclosed: __</i> Also submit Audited Financial statements for all the above Financial Years.
11	The AO/s must have prior experience of Skilling / Training and at least 600 candidates must have been certified in various skilling/training programs run by it on a consolidated basis during the last three financial years (FY 2021-22 to FY 2023-24).	Submit a CA Certificate stating the total number of certified candidates on a consolidated basis during the last three financial year (FY 2021-22 to FY 2023-24) with UDIN (Annexure II) <i>Page No. at which CA Certificate has been enclosed: __</i>
12	PAN Number	<i>Page No. at which enclosed: __</i>
13	GSTIN Number, if available	<i>Page No. at which enclosed: __</i>
14	The AO/s has to mandatorily submit an Affidavit that it has not been blacklisted / debarred by any Central / State Government or their undertakings and the AO/s must give a declaration that none of its Skill Development Center permanently blocked, debarred by BSDM or by other govt departments through an order of BSDM or any other Govt. Departments/ State skill Mission/ Central Government institutions/ similar bodies in past.	<i>Page No. at which Affidavit has been enclosed: _</i> (Annexure III)
15	BSDC Application Format	<i>Page No. at which enclosed: __</i> (Annexure V)
16	One Copy of the whole of the RFP document with each page signed and stamped.	<i>Page No. at which enclosed: __</i>

Annexure I

CA Certificate (On CA Firm Letter Head)

This is to certify the below details for the _____ (Applicant Organization Name):

Turnover Details

SN	Financial Year	(Write in full figure)
1	Turnover of FY 2020-21	
2	Turnover of FY 2021-22	
3	Turnover of FY 2022-23	

Important Note: The CA is expected to write all the above details in the <https://udin.icai.org/search-udin> to verify the UDIN certificate, otherwise the CA certificate and accordingly the proposal of applicant organization will be outrightly rejected and no further evaluation of the proposal will be made.

If all the above details cannot be verifiable and cross checked through the <https://udin.icai.org/search-udin> , the proposal will not be evaluated further and rejected.

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

Annexure II

CA Certificate (On CA Firm Letter Head)

This is to certify the below details for the _____ (Applicant Organization Name):

We certify that we have gone through the records of skilling/training made available by the organization and certify as below:

SN	Financial Year	Number of Certified Candidates
1	2021-22	
2	2022-23	
3	2023-24	
Total		

Important Note: The CA is expected to write all the above details in the <https://udin.icai.org/search-udin> to verify the UDIN certificate, otherwise the CA certificate and accordingly the proposal of applicant organization will be outrightly rejected and no further evaluation of the proposal will be made.

If all the above details cannot be verifiable and cross checked through the <https://udin.icai.org/search-udin> , the proposal will not be evaluated further and rejected.

(Signature & Seal)
Certified by CA
Name of CA:
Membership Number:
Firm Name:
UDIN:

Annexure-III

(Notarized Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Organization), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Organization) 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.
4. I/We on behalf of (Name of the Organization) do hereby affirm and undertake that we do not have any of our Skill Development Center permanently blocked, debarred by BSDM through an order of BSDM or by any other Govt. Departments/ State skill Mission/ Central Government institutions/ similar bodies.

For and on behalf of:
Signature:
Name:
Designation:
Date:
(Organization Seal)

Annexure-IV

(Power of Attorney in favour of Authorized Representative)

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

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

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

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

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

For

{ Signature, name, designation and address }

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

Note: In case of a company, a specific Board Resolution in this respect may be submitted.

Annexure-V
(On the Applicant's Letter Head)

BSDC Application – Allocation Preferences

We, the undersigned applicant, hereby submit our preferences for the allocation of centers as per the list in Section C (11) (x) of the RFP.

Rank	Block	District	Category	Preference
1	Ishmailpur	Bhagalpur	C	
2	Adhaura	Kaimur	D	
3	Garhani	Bhojpur	C	
4	Ghoswari	Patna	D	
5	Vaishali	Vaishali	B	
6	Sabour	Bhagalpur	B	
7	Lakhanaur	Madhubani	B	
8	Bhitaha	West Champaran	D	
9	Piprasi	West Champaran	C	
10	Ramgarh Chowk	Lakhisarai	D	
11	Pateribelsar	Vaishali	D	
12	Sonbarsa	Sitamarhi	B	
13	Barahiya	Lakhisarai	B	
14	Ghosi	Jehanabad	C	
15	Nagra	Saran	C	
16	Kalyanpur	Samastipur	C	
17	Rahui	Nalanda	C	
18	Hajipur Sadar	Vaishali	A	
19	Patna Sadar	Patna	A	

Signature & Seal

Note: Each Applicant has to specify their preference order against all the 19 Centre, if applicant does not wish to apply for any of the 19 Centre than such centers mandatorily should be marked as “NA” in the above preference column.

Remarks: Applicants must submit their BSDC centre preferences in the above prescribed format. If applicants will not give, there preferences in the given format than their proposal will not be further evaluated.

For Reference Only – Sample BSDC Application

Example 1- If you are applying for only four BSDC centers, rank your preferences in Annexure V as shown below. Use numbers (e.g., 1, 2, 3, 4) for your selected centers and mark others as "NA.":

Rank	Block	District	Category	Preference
1	Ishmailpur	Bhagalpur	C	02
2	Adhaura	Kaimur	D	NA
3	Garhani	Bhojpur	C	NA
4	Ghoswari	Patna	D	NA
5	Vaishali	Vaishali	B	NA
6	Sabour	Bhagalpur	B	01
7	Lakhanaur	Madhubani	B	NA
8	Bhitaha	West Champaran	D	NA
9	Piprasi	West Champaran	C	NA
10	Ramgarh Chowk	Lakhisarai	D	04
11	Pateribelsar	Vaishali	D	NA
12	Sonbarsa	Sitamarhi	B	NA
13	Barahiya	Lakhisarai	B	03
14	Ghosi	Jehanabad	C	NA
15	Nagra	Saran	C	NA
16	Kalyanpur	Samastipur	C	NA
17	Rahui	Nalanda	C	NA
18	Hajipur Sadar	Vaishali	A	NA
19	Patna Sadar	Patna	A	NA

Example 2- If you are applying for only ten BSDC centers, rank your preferences in Annexure V as shown below. Use numbers (e.g., 1, 2, 3, 4) for your selected centers and mark others as "NA.":

Rank	Block	District	Category	Preference
1	Ishmailpur	Bhagalpur	C	NA
2	Adhaura	Kaimur	D	NA
3	Garhani	Bhojpur	C	6
4	Ghoswari	Patna	D	1
5	Vaishali	Vaishali	B	4
6	Sabour	Bhagalpur	B	NA
7	Lakhanaur	Madhubani	B	NA
8	Bhitaha	West Champaran	D	NA
9	Piprasi	West Champaran	C	NA
10	Ramgarh Chowk	Lakhisarai	D	10
11	Pateribelsar	Vaishali	D	5
12	Sonbarsa	Sitamarhi	B	NA
13	Barahiya	Lakhisarai	B	NA
14	Ghosi	Jehanabad	C	7
15	Nagra	Saran	C	9
16	Kalyanpur	Samastipur	C	NA
17	Rahui	Nalanda	C	8
18	Hajipur Sadar	Vaishali	A	3
19	Patna Sadar	Patna	A	2