

# REQUEST FOR PROPOSAL (RFP)

For

**Selection of Agency for Impact Evaluation of Kushal Yuva Program (KYP)  
under Bihar Skill Development Mission (BSDM)**



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**RFP No: BSDM/KYP (Impact evaluation)-136 /2026  
Date: 06/05/2026.**

**Bihar/ Skill Development Mission (BSDM)  
Youth, Employment and Skill Development Department  
Government of Bihar,  
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**Section – I Notice Inviting Request for Proposal**

RFP No: BSDM/KYP (Impact evaluation-136/2026)

Date: 06.05.2026

The Secretary, Youth, Employment and Skill Development Department, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals under the Two Bid System from reputed and experienced agencies/bidders for selection of Agency for Impact Evaluation of Kushal Yuva Program (KYP), Bihar Skills Development Mission (BSDM).

Kindly note that the selection of agencies under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, expresses 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. 10,000/- (Rupees Ten 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/- (Rupees Fifty Thousand) **shall be paid through e-payment mode only** on E-Proc Portal prior to the last date/time for submission/ uploading of the Bid, failing which the bid shall be rejected. The EMD shall be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance security 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 “Youth, Employment and Skill Development Department, Govt. of Bihar”.**

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.biharskilldevelopmentmission.in> The RFP will be available to download from the above websites from **Date 07.05,2026**. The **pre-bid meeting** will be held on **03:00 PM of Date-15.05.2026 (physically)**. The last date for uploading of proposal/bid will be **Date-01.06.2026 up to 15.00 Hrs**. Technical Bid will be opened on or after **Date-03.06.2026 days 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.

**This tender is issued in accordance with:**

- Bihar Financial Rules, 2005 (as amended up to 2024)
- Applicable State Purchase Preference Policy (Amended till 2024)
- IT Act 2000 (for e-procurement validity)

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,**  
**Youth, Employment and Skill Development Department, Govt. of Bihar**

## 1. LETTER INVITING 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 07.05.2026 ( <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	Date-13.05.2026 up to 15.00 Hrs. on <a href="mailto:tenders.bsdm@gmail.com">tenders.bsdm@gmail.com</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 15.05.2026
4.	Publishing of pre-bid queries response	Will be published on best effort basis at e-Proc website/BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	Date- 01.06.2026 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 03.06.2026 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 through email only.
8.	Financial Bid Opening Date and Time	Date and time for Financial Opening shall be communicated later through email only.
9.	Proposal Submission in Consortium/ Joint Venture	Not Permitted.
10.	Bid Proposal Validity	180 days from the last date of proposal submission.
11.	Contact person/Nodal Officer for queries	Name: Manish Shankar & Designation: Mission Director Email: <a href="mailto:md.bsdbihar@gmail.com">md.bsdbihar@gmail.com</a> & contact no: 99053 60704

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- Proposals along with necessary online payments (Tender Processing Fee, Document Fee) 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 outrightly rejected.**
- **Validity of Bids:** 180 days from the last date of proposal submission.
- **Pre-Bid Meeting:** BSDM shall receive and respond to pre-bid queries of prospective bidders as per the scheduled date and time 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.biharskilldevelopmentmission.in](http://www.biharskilldevelopmentmission.in)) and no bidders/participant would be intimated individually about the responses of BSDM.

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 and mailed at [tenders.bsdm@gmail.com](mailto:tenders.bsdm@gmail.com) within the stipulated date and time, else the queries may not be entertained by BSDM:**

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

- **For support related to e-tendering process, applicants may contact them at following address:**  
“e- Procurement HELP DESK, 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](mailto:eproc2support@bihar.gov.in).
- **Corrigendum/ Addendum/ amendments if any, will be published on the departmental website <http://www.biharskilldevelopmentmission.in> 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, expresses or implied that this process will result in a business transaction between anyone.

**Mission Director,  
Bihar Skill Development Mission  
Youth, Employment and Skill  
Development Department,  
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](http://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 on 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 to 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 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 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, 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).

### 1.3 Disclaimer

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- 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 depend 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 program 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.

## 1.4 List of Abbreviations

<b>Terms</b>	<b>Description</b>
FY	Financial Year
GPS	Global Positioning System
MIS	Management Information System
NCVT	National Council for Vocational Training
NSDC	National Skill Development Corporation
P&L	Profit and Loss
TP	Training Partners
QP	Qualifications Pack
RFP	Request for Proposal
SSC	Sector Skills Council
NSQF	National Skill Qualification Framework
BSDM	Bihar Skill Development Mission
PMKVY	Pradhan Mantri Kaushal Vikas Yojna
SSDM	State Skill Development Mission
MD	Mission Director
CEO	Chief Executive Officer
Department	Youth, Employment and Skill Development Department, Bihar, Patna
GoB	Government of Bihar
QCBS	Quality and Cost Based System
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
SP	Service Provider
LLP	Limited Liability Partnership
AATO	Annual Aggregate Turnover

## Section II – Instruction to Bidders

<p><b>Scope of Proposal</b></p>	<ul style="list-style-type: none"> <li>● Detailed description of the objectives, scope of services, deliverables and other requirements relating to the Consultancy are specified in this RFP and Terms of Reference (TOR). The way the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.</li> <li>● Bidders should be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.</li> <li>● The Applicant shall submit its technical proposal as prescribed in the RFP. The Applicant shall submit its price proposal only at the Financial Bid Section of E-procurement portal. If any applicant submits his/her price proposal in hard copy or as scan copy uploaded under technical bid documents, the bid shall be rejected. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.</li> <li>● The Applicant should submit a Power of Attorney as per the prescribed format.</li> <li>● Any entity which has been debarred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the debar subsists as on the date of Proposal, would not be eligible to submit the Proposal.</li> </ul>
<p><b>Introduction</b></p>	<p>A. 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>B. 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 e-proc portal.</p> <p>C. 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>
<p><b>Conflict of Interest</b></p>	<p>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 consulting activities that conflict with the interest of the Authority / Govt of Bihar (GoB) under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. It should be the requirement of the contract that the agency should provide professional, objective, and impartial advice and at all times hold the Authority/GoB interest’s paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Agencies shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Authority /GoB, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Agency shall not be hired, under the circumstances set forth below:</p> <p>a) <b>Conflict between activities and procurement of goods, works or services:</b> Agency concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting</p>

	<p>services related to those goods, works or services. Conversely, a agency concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.</p> <p>b) <b>Conflict among consulting assignments:</b> Neither Agency (including their personnel and sub- Consultant) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment. As an example, Agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Agency assisting Authority /GoB in the privatization on public assets shall neither purchase nor advice purchasers of such assets. Similarly, agency hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.</p> <p>c) <b>Relationship with Employer's staff:</b> Agency (including their personnel and sub-Consultant) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of: -</p> <ol style="list-style-type: none"> <li>i) the preparation of the TOR of the contract,</li> <li>ii) the selection process for such contract, or</li> <li>iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.</li> </ol> <p>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><b>Unfair Competitive Advantage</b></p>	<p>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>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</li> </ul>

	<p>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;</p> <ul style="list-style-type: none"> <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, 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 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</li> <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> </ul>
<b>Eligibility</b>	It is the Agency’s responsibility to ensure that it meets the eligibility requirements as mentioned in this document
<b>Important Terms and Provisions</b>	
<b>A. Preparation of Proposals</b>	
<b>1. General Considerations</b>	<p>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.</p> <p>1.2 The bidder may be required to study the existing system being used by the client to assess the exact requirements and the Quantum of work on “No-commitment” basis (no commercial compensation would be given to the bidder for doing this exercise).</p> <p>1.3 <b>Sub-Contracting:</b> The Agency shall not be entitled to subcontract any of the Services in full or part.</p>
<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 BSDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The BSDM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability 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/Hindi 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 by participating in this bid will be undertaking that the Agency will 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.

<p><b>6. Proposal Validity</b></p>	<p>6.1 The Agency’s Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by BSDM as a non-responsive bid.</p> <p>6.2 In exceptional circumstances, prior to the expiration of the bid validity period, 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>
<p><b>a. Extension of Validity Period</b></p>	<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, to all the Agencies who had 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>
<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 only, post which the clarifications will not be entertained. Should the Client deem it necessary to amend the RFP as a result of a clarification sought 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/s is substantial, the Client may extend the proposal submission deadline to give the Agencies reasonable time to take the amendment/s into account in their Proposals.</p> <p>7.2 Clarification on submitted bids may be asked 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><b>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.</b></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 the RFP.</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</li> </ul>

	<p>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 have to 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></p> <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> <ul style="list-style-type: none"> <li>● 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.</li> <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 online financial bid format only. The details and conditions of Financial Bid are provided in the RFP for reference of bidders.</p> <p>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.</p>
<b>Taxes</b>	<p>10.2 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>10.3 Tax deductions at source wherever applicable will be deducted by the Client.</p> <p>10.4 If there were 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 GST.</p> <p>10.5 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>

	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.
<b>13. Opening of Proposals</b>	<i>Through e-Proc as per schedule.</i>
<b>14. Proposals Evaluation</b>	14.1 The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the 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>	15.1 The Client's evaluation committee shall evaluate the proposals/bids, 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.  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> .
<b>16. Opening of Financial Proposals</b>	<i>16.1 Post Completion of Technical Evaluation, through E-Proc Portal.</i>
<b>17. Correction of Errors</b>	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 correction/s will be allowed in the Financial Proposal.  The Client's evaluation committee will correct 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.
<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 score will be invited for award.
<b>C. Negotiations and Award</b>	
<b>19. Negotiations</b>	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.  The Client shall prepare minutes of negotiations that are signed by the Client and the Agency's authorized representative.
<b>Conclusion of Negotiations</b>	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.  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.

<b>20. Award of Contract</b>	<p>BSDM will issue LOA to the selected bidder. After issuance of LOA, the selected bidder shall endeavour to sign the contract with BSDM within 30 days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.</p> <p>If the selected bidder fails to submit the required performance security or to execute the agreement, his Bid Security shall be forfeited.</p>
<b>D. Performance Security and Penalty Provisions</b>	
<b>21. Performance Security and Guarantee</b>	<p><b>Performance Security:</b></p> <p>Within 15 days from the date of Letter of Award (LOA) from BSDM, the successful Bidder company/firm shall furnish the <b>Performance Security of an amount equal to 5% of total contract value</b>, only by way of DD/ Performance Bank Guarantee (PBG) issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in an acceptable form to BSDM and before execution of agreement.</p> <p>A. The PBG submitted will be valid for entire contract period, which shall be valid for the period of six months beyond the date of completion of contract. However, in case of extension of project, above performance bank guarantee/s will have to be renewed for the extended period of the project.</p> <p>B. Refund of Performance Security: The Performance Security shall be refunded within six months from the date of successful completion of the assignment.</p> <p><b>Forfeiture of Performance Security and Guarantee:</b> The Performance Security and Guarantee may be forfeited in the following cases: subject to satisfaction of BSDM:</p> <p>I. When any terms and conditions of the contract are breached.</p> <p>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 an expected manner as required under this RFP</p> <p>III. The decision of BSDM will be final and conclusive with regard to forfeiture of Performance Security and Guarantee or otherwise to partially or fully waive off the above forfeiture.</p>
<b>E. Project Deliverables and Payment Terms</b>	
<b>22. Commencement of Services</b>	The date for the commencement of services will be within 30 calendar days of agreement execution as per discretion of BSDM.
<b>23. Project Deliverables</b>	Please refer to Section 6 - Terms of Reference (TOR)
<b>24. IPR, Confidentiality, Indemnity</b>	<p><b>Intellectual Property Rights (IPR):</b></p> <p>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 and even after the project duration.</p> <p>The selected agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Agency own in performing the Services. Notwithstanding the delivery of any Reports, Agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed</p>

	<p>while performing the Services), and in any working papers that Agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement and then the report including all annexure thereof will be the exclusive intellectual property of the client.</p> <p><b>Confidentiality:</b></p> <p>Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.</p> <p><b>Indemnity:</b></p> <p>The Agency shall indemnify and hold harmless BSDM against any claims, losses, damages, liabilities, penalties, or expenses arising out of negligence, breach of contract, misrepresentation, violation of law, or infringement of any intellectual property rights.</p>
<b>25. Payment Schedule</b>	<p><b>Payment Basis:</b></p> <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ All payments to the successful Bidder shall be made as payment milestone of the deliverables mentioned in the ToR.</li> <li>○ BSDM will pay it within 15 days from the receipt of the invoice and only upon satisfaction, in terms of project deliverables, smooth and glitch free implementation, and timelines.</li> </ul>
<b>26. Penalty Clause</b>	<p>Penalty shall be imposed to the agency in case the agency fails to deliver the deliverables as per the timeline. Penalty amount shall be calculated as below</p> <p>Penalty amount = 0.5% (Half percent) of the total contract value per week of delay or part thereof, subject to a maximum of 10% (Ten percent) of the total contract value.</p> <p>For just and sufficient reason to the satisfaction of BSDM, this penalty amount may be waived.</p> <p>The penalty shall not be applicable where the delay is solely attributable to events qualifying as Force Majeure, as defined under this RFP, and acknowledged in writing by the Department.</p>
<b>27. Earnest Money Deposit (EMD)</b>	<ul style="list-style-type: none"> <li>i. The Bidder shall furnish, as part of its pre-qualification bid, an EMD as bid security for the amount specified in the notice of this RFP.</li> <li>ii. The bid security is required to protect BSDM against the risk of Bidder 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> </ul>

	<p>iv. The successful Bidder's EMD will be discharged upon the Successful Bidder signing the Contract and submission of performance bank guarantee.</p> <p>v. No interest will be payable by the BSDM on the amount of EMD.</p> <p>vi. <b>The EMD/bid security may be forfeited:</b></p> <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 or</li> <li>c. When the Bidder engages in <b>Prohibited Practices</b> as per respective clause of Section 2 of this RFP.</li> </ol>
<p><b>F. Other Terms and Conditions</b></p>	
<p><b>28. Interpretation</b></p>	<p>28.1 If the context requires it, singular means plural and vice versa.</p> <p>28.2 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.</p> <p>28.3 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.</p> <p>28.4 Non-waiver: Subject to the condition (28.5) 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.</p> <p>28.5 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.</p> <p>28.6 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.</p>
<p><b>29. Governing Law</b></p>	<p>The Contract shall be governed by and interpreted in accordance with the laws of the State of Bihar (India) and under the jurisdiction of Patna High Court only.</p>
<p><b>30. Force Majeure</b></p>	
<p><b>a) Definition</b></p>	<ul style="list-style-type: none"> <li>• 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, epidemic, 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.</li> <li>• Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent's 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</li> </ul>

	<ul style="list-style-type: none"> <li>• Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder</li> <li>• The Force Majeure would be applied to only those place/s which have been so stated by BSDM in writing; is part of GoB directives and is agreed by Agency. Payments of the non-impacted places 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 place/s. Computing performance will also be adjusted on pro rata basis.</li> <li>• BSDM will decide the eventuality of Force Majeure which will be binding on both the parties</li> </ul>
<b>b) No Breach of Agreement</b>	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 performance bank guarantee, 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.
<b>c) Measure to be taken</b>	<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>
<b>d) Extension of time</b>	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.
<b>e) Payments</b>	<p>The Force Majeure is applied to only those place/s which have been so stated by BSDM in writing; is part of GoB directives and is agreed by Agency. Payments of the non-impacted place/s 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 place/s. 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>
<b>f) Consultation</b>	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.
<b>31. Change Orders and Contract Amendments</b>	<p><b>31.1</b> 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><b>31.2</b> 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</p>

	<p>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. <b>The rates under the Financial Proposal or the market rate will be used to calculate the cost of the additional work / change request.</b></p>
<b>32. Termination Clauses</b>	
<b>a) Termination for Default</b>	<ul style="list-style-type: none"> <li>● BSDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach): <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> </li> </ul>
<b>b) Termination for Insolvency</b>	<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>
<b>c) Termination for Convenience</b>	<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> </ul>
<b>d) Termination by BSDM</b>	<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</li> </ul> </li> </ul>

	<p>debtors or goes into liquidation or receivership whether compulsory or voluntary.</p> <ul style="list-style-type: none"> <li>○ The Agency fails to comply with any final decision reached as a result of arbitration proceedings.</li> <li>○ 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</li> <li>○ 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</li> <li>○ 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.</li> <li>○ 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.</li> </ul>
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<p><b>e) Termination by Agency</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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</li> <li>● 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</li> <li>● The BSDM fails to comply with any final decision reached because of arbitration.</li> </ul> <p>However, the selected agency may terminate this Agreement, or any particular Services, immediately upon written notice to Client (BSDM) if the agency will reasonably determine that, it can no longer provide the Services in accordance with applicable law or professional obligations.”</p> <p><u>Payment upon Termination:</u></p> <p>Upon termination of the 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.</p> <p><u>Suspension:</u></p> <p>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 fulfil any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension</p> <ul style="list-style-type: none"> <li>○ shall specify the nature of the breach or failure, and</li> <li>○ 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</li> </ul>
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	<p><u>Cessation of rights and obligations:</u></p> <p>Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except</p> <ul style="list-style-type: none"> <li>○ such rights and obligations as may have accrued on the date of termination or expiration,</li> <li>○ the obligation of confidentiality set forth in RFP</li> </ul>
<b>33. Cessation of Services</b>	<p>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.</p>
<b>34. Disputes Resolution</b>	
<b>a) Amicable settlement</b>	<p>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 30 days from the date of receipt of written notice, the matter will be referred to 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.</p>
<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>35. 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> </ul>

	<ul style="list-style-type: none"> <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.</li> </ul>
<b>36. Responsibilities of BSDM</b>	<p>36.1 Issuance of various government orders/policy amendments as per requirement of the project.</p> <p>36.2 Assigning relevant officials as per project need for supervision of work of the resources deployed by the agency.</p> <p>36.3 Resolution of problems and disputes</p> <p>36.4 Timely payments to the Agency</p> <p>36.5 Facilitate coordination with different stakeholders</p>
<b>37. Conditions when the agency will be debarred from bidding</b>	<p>A bidder shall be debarred if he has been convicted of an offence-</p> <p>(a) Under the prevention of corruption Act, 1988 or</p> <p>(b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract (The above debarment will be for a period not exceeding three years from the date of debarment)</p> <p>(c) A procuring entity may debar a bidder from participating in any procurement process for a period not exceeding two years, if it determines that the bidder has breached the code of integrity</p> <p>(d) The bidder shall not be debarred unless such bidder has been a reasonable opportunity to represent against such debarment.</p>

## F. Bid Data Sheet

<b>A. General</b>	
SN	Reference
1	<b>Location of the Project:</b> Patna, Bihar, India
2	<b>Name of the Client:</b> Bihar Skill Development Mission (BSDM), Youth, Employment and Skill Development Department, Government of Bihar <b>Method of selection:</b> Combined Quality cum Cost Based System (QCBS) - 70:30
3	<b>Submission of Prequalification, Technical and Financial Proposal only through E-Proc Portal:</b> Yes
4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> For all relevant information related, please visit the office.
<b>B. Preparation of Proposals</b>	
5	<b>This RFP has been issued in the</b> English language. <b>Proposals shall be submitted in</b> English language. <b>All correspondence exchange shall be in</b> English/Hindi language.

6	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>Order of Scanning of Eligibility related Proposal:</u></b>  Tech 1: Covering Letter with Correspondence Details  Tech 2: Details of the bidder organization and eligibility related information  Tech 3: Details of Past and Relevant Experience  Tech 4: Approach &amp; methodology  Tech 5: CVs of all required Experts as per ToR</p> <ul style="list-style-type: none"> <li>• Annexure I: CA Certificate for Financial Turnover, Net worth.</li> <li>• Annexure II: Notarised Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal.</li> <li>• Annexure III: Power of Attorney in favour of Authorized Representative</li> <li>• Complete RFP with signature</li> </ul> <p>AND</p> <p><b><u>Financial Proposal as per online E-proc format only. (Not to be mentioned or uploaded in technical proposal, otherwise that will be rejected.)</u></b></p>
7	<p><b>Statement of Undertaking is required:</b> Yes, (Form-1)</p>
8	<p><b>Proposals must remain valid for <u>180</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 all-inclusive in the Financial Quote.</p>
10	<p>The assignment is required to be completed within a project period of four months.</p>
11	<p><b>The Financial Proposal shall be stated in the following currencies:</b> INR only</p>

## Section III Qualification & Evaluation Criteria

### 4.1. Pre-Qualification Criteria

The bidder needs to satisfy pre-qualification conditions as mentioned in the table below.

SN	Particulars	Proof Required
1	The agency must be an Industry Partner / Sector Skill Council / Industry Association / Recognized Academic Institution. <b>The Agency must be in existence for at least 10 years prior to the last date of bid submission.</b> Consortiums / Joint Ventures are not allowed.	<b>Proprietorship:</b> Udyog Aadhaar / Registration under GST/ Shop & Establishment Act. <b>Partnership:</b> Registered Partnership Deed <b>Trust:</b> Trust Deed <b>Society:</b> Registration Certificate <b>Public or Private Limited Company:</b> Certificate of Incorporation <b>Government or Private Educational Institution:</b> Nursing, Paramedical, Polytechnic, Engineering colleges: Proof of registration/Affiliation.
2	The Applicant Organization must have a minimum Average Annual Turnover of at least INR <b>Rs. 5 Crores</b> in the three financial years i.e. FY 2022-23, 23-24 & 24-25.	Audited Balance Sheet & Profit & Loss / Income Expenditure Account And also Submit a CA Certificate stating the above figures with UDIN ( <b>Annexure I</b> )
3	The Applicant Organization must have Positive Net worth as on 31.03.2025.	
4	The Applicant Organization must have successfully completed at least three (03) assignments during the last 7 (Seven) years in Impact Evaluation, Outcome Evaluation, Tracer Studies, or in any area related to economic development, poverty reduction, economic value chains, labour market analysis, or employability studies pertaining to Skill Development/Vocational Training programmes, or Education, Employment, Livelihood, Social Sector, or Human Development programmes issued by any State Skill Development Mission or Central or State Govt Department or Govt. agencies through Work Order/Letter of Awards.	
5	PAN & GST	Copy of PAN card and GST Registration certificate
6	A Notarized Affidavit stating that the Company has not been blacklisted by any Central / State Government / Public Sector	<b>Notarized Affidavit as per Annexure II</b>
7	Power of Attorney/ Board Resolution in the name of the Authorized signatory	Self-Certification ( <b>Annexure-III</b> )

***Applicants who pass the Pre-Qualification Criteria will be called for Technical Presentation and Evaluation before Tender Committee for further evaluation of their proposal.***

#### 4.2. Technical Evaluation Criteria and Score:

SN	Criteria	Max Marks	Marking Category
1	<p><b><u>Financial Turnover</u></b> The Bidder's average annual turnover should be not less than INR 5 Crores during from any three consecutive Financial Year out of audited financial years (FY 2022-23, FY 2023-24, 2024-25)</p>	20	<p>≥ 5 Crore ≤ 10 Crore: 10 marks &gt; 10 Crore ≤ 15 Crore: 15 marks &gt; 15 Crore: 20 marks</p>
2	<p><b><u>Experience</u></b> The Applicant Organization must have successfully completed at least three (03) assignments during the last Seven (7) years in Impact Evaluation, Outcome Evaluation, Tracer Studies, or in any area related to economic development, poverty reduction, economic value chains, labour market analysis, or employability studies pertaining to Skill Development/Vocational Training programmes, or Education, Employment, Livelihood, Social Sector, or Human Development programmes.</p>	20	<p>No of Work Order- ≥3 &lt; 5 – 10 Marks No of Work Order- ≥ 5 ≤ 7 - 15 Marks No of Work Order- &gt;7 – 20 Marks</p>
3	<p><b><u>Resource Assessment</u></b> No. of Manpower to be engaged for the proposed assignment. (Minimum qualification and post qualification experience 50% marks. Additional qualification and experience shall attract 25%+25% marks each respectively.)  <b>(Tech 5: CVs of all required Experts as per ToR)</b></p>	20	<p>Team Leader 8 Marks Labour Market / Skills Specialist 3 Marks Data Analyst / Statistician 3 Marks Field Coordinator(s) 3 Marks Research / Evaluation Specialist 3 Marks</p>
4	<p><b><u>Experience in Bihar</u></b> The organisation's presence in Bihar with relevant experience in Impact Evaluation, Outcome Evaluation, Tracer Studies, or in any area related to economic development, poverty reduction, economic value chains, labour market analysis, or employability studies pertaining to Skill Development/Vocational Training programmes, or Education, Employment, Livelihood, Social Sector, or Human Development programmes.</p>	10	<p>5 marks may be given for each assignment up to maximum 10 marks</p>
4	<p><b>Approach &amp; Methodology will be of maximum 30 marks.</b> <b>Bidder to furnish detailed documentation covering each aspect as below: -</b></p> <ol style="list-style-type: none"> <li>Organization Profile/ Background- 5 Marks</li> <li>Relevant Organization Experience- 5 Marks</li> <li>Approach &amp; Methodology- 5 Marks</li> <li>Timelines of deployment- 5 Marks</li> <li>Sampling Methodology and survey tools Demonstration- 5 Marks</li> <li>Experience of Manpower/Trainer- 5 Marks</li> </ol>		

The selected organizations will be called for Technical Presentation on a scheduled date which will be intimated through email id. The organizations will be needed to produce their presentation in a PPT form and with Two copies coloured print. The presentation of each organization will be a maximum of five minutes.

**The minimum score for technical qualification is 70 out of 100.**

**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 i.e., financial evaluation will not be made for such ineligible bidder/s.
- 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.

**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 lowest Financial Proposal (FM) will be given a financial score (SF) of 100 Marks. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

**Combined and final evaluation**

Similar to the ranking of Financial Proposal, for calculating the final Technical Score (ST) proposals with highest technical marks will be given a score 100 marks (TM). The Technical Score (ST) for other proposals will be computed as follows:

$$ST = 100 \times T/TM$$

**Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:**

$$S = ST \times Tw + SF \times Fw$$

**Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.**

**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.**

## **Section IV**

### **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
- Tech 3: Details of Past and Relevant Experience
- Tech 4: Approach & methodology
- Tech 5: CVs of all required Experts as per ToR

- Annexure I: CA Certificate for Financial Turnover, Net worth.
- Annexure II: Notarised Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal.
- Annexure III: Power of Attorney in favour of Authorized Representative

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

**Tech 1**  
**Covering Letter on Letterhead of the Bidder with Correspondence Details**

<Location, Date>

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

Dear Sir,

We, the undersigned, wish to be select as agency for the project “Request for proposal for Selection of Agency for Impact Evaluation of Kushal Yuva Program (KYP) under Bihar Skill Development Mission (BSDM)” through Bihar Skill Development Mission 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. In competing for (and, if we are selected) the selection, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- e. 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 services no later than the date as specified by BSDM/Department.

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**

S. N.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership, Society/Trust, Industry Association/Body etc.)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate <i>Page No. at which enclosed: __</i>
8	Date of Incorporation/ Registration	
9	PAN Number	<i>Page No. at which enclosed: __</i>
10	GSTIN Number	<i>Page No. at which enclosed: __</i>
11	Turnover in the last 3 Years:  Net worth as on 31.03.2025:	FY 2022-23: _____/- FY 2023-24: _____/- FY 2024-25: _____/- Net worth as on 31.03.2025: _____/- <b>CA Certificate and Audited Balance Sheet &amp; Profit &amp; Loss / Income Expenditure Account</b>
12	Tech 1: Covering Letter with Correspondence Details	<i>Page No. at which enclosed: __</i>
13	Tech 2: Important Information and Details	<i>Page No. at which enclosed: __</i>
14	Tech 3: Details of Past and Relevant Experience	<i>Page No. at which enclosed: __</i>
15	Tech 4: Approach & methodology	<i>Page No. at which enclosed: __</i>
16	Tech 5 CV of the Key Proposed Personnel	<i>Page No. at which enclosed: __</i>
17	Annexure I: CA Certificate for Financial Turnover, Net worth.	<i>Page No. at which enclosed: __</i>
18	Annexure II: Notarised Affidavit for Non-Blacklisting	<i>Page No. at which enclosed: __</i>
19	Annexure III: Power of Attorney in favour of Authorized Representative	<i>Page No. at which enclosed: __</i>
20	One Copy of the whole of the RFP document with each page signed and stamped.	<i>Page No. at which enclosed: __</i>

**Tech 3**  
**(Past relevant experience)**

**(To be filled by the Bidder)**

Prior experience of Engagement in Impact Evaluation, Outcome Evaluation, Tracer Studies, or in any area related to economic development, poverty reduction, economic value chains, labour market analysis, or employability studies pertaining to Skill Development/Vocational Training programmes, or Education, Employment, Livelihood, Social Sector, or Human Development programmes issued by any State Skill Development Mission or Central or State Govt Department or Govt. agencies through Work Order/Letter of Awards.

Sl. No	Information Sought	Details
<b>Customer Information</b>		
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contract details	
	Name	
	Designation	
	Address	
	Mobile /Phone Number	
	Email ID	
<b>Project Details</b>		
3	Project Title	
4	Start Date/ End Date	
5	Current Status (In Progress/ Completed)	
<b>Value of the Project</b>		
6	Order value of the project (in rupees lakhs)	
7	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this Tender is floated)	

**Note: -**

- **A copy of each relevant Work Order / Letter of Award (LOA) must be compulsorily attached with this Tech 3 while uploading the bid.**
- **The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria and Technical Bid Evaluation Committee.**

## Form TECH-4

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

---

Form TECH-4: 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
- 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-5**

**Format of CV**

**To be submitted for each Key Personnel mentioned under Technical Proposal Evaluation Criteria of Data Sheet**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name & Type of Project	Period	Description of responsibilities

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and Name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Place:

Place:

Date:

Date:

**Note:**

- 1- Use separate form for each Key Personnel

## Annexure I

### CA Certificate

This is to certify the details below for the.....(Company Name):

#### Turnover Details

SN	Financial Year	Turnover (Rs. In Lakhs)
		Total
1	2022-23	
2	2023-24	
3	2024-25	
Average Annual Turnover of above 03 FYs		

**Net worth as on 31.03.2025 (in Rs. Lakhs):**

**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**

**(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 practices or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies or any State Skill Development Missions (SSDMs).
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 given in the above-mentioned RFP.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

**Annexure-III**

**(Power of Attorney in favor of Authorized Representative)**

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

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

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

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

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

For .....

{Signature, name, designation and address }

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.  
              2.

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

## Section V

*(For reference only. Not to be filled/scanned)*

### FORM FIN-I: Format of Commercial bid

SN	Description of Services	Total Fee (Excluding GST)	
		(In figures)	(In words)
1	Professional Fee for whole of the assignment including all costs, expenses and margin. Prepare the Impact Evaluation of Kushal Yuva Program (KYP) under Bihar Skills Development Mission (BSDM)	Not to be filled	Not to be filled

Note:

- (i) The Financial Proposal shall be prepared using the Standard online at E-proc only. The format as provided above is for reference only.
- (ii) It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), computers and consumables as required for the project etc. The Tendering Authority will not bear any cost other than the lump-sum fee mentioned in the financial proposal.
- (iii) Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.
- (iv) During Evaluation of Financial proposals, the quoted Total Professional Fee excluding GST shall be considered.
- (v) The client shall pay the GST as extra, on prevailing rates as applicable on the Professional Services as above.
- (vi) Statutory Deduction, if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.

## Section VI: Terms of Reference

### 1. Background and Rationale

The Government of Bihar, through the Bihar Skill Development Mission (BSDM), has been implementing a range of initiatives aimed at enhancing the employability and livelihood opportunities of youth across the state. BSDM functions as the nodal agency for planning, coordinating, and scaling skill development interventions, with a focus on improving workforce readiness, aligning skills with market needs, and facilitating access to employment opportunities.

Within this broader skilling ecosystem, Programs are designed to address different dimensions of employability, including technical skills, vocational training, and foundational competencies. Recognising that a significant proportion of youth face challenges in transitioning into the labour market despite possessing basic educational qualifications or even technical skills, BSDM introduced targeted interventions to bridge gaps in workplace readiness.

The KYP is one such flagship initiative that specifically addresses the foundational and behavioural aspects of employability. Unlike conventional skilling Programs that focus on domain-specific or vocational training, KYP is structured as a work-readiness scheme. Its primary purpose is to equip youth with essential competencies that enable them to effectively participate in training, employment processes, and workplace environments. Eligible youth in Bihar aged 15–28 years with a minimum qualification of Class 10, complementing other skilling initiatives by improving labour market readiness through a structured 240 hour curriculum covering life skills, Hindi and English communication, and basic digital literacy, and has enrolled over 32 lakh students to date, more than 25 lakh certified and around 1 lakh in continuous training delivered through 1,827+ empanelled centres. These components are intended to improve confidence, communication ability, digital familiarity, and general workplace behaviour among participants.

The overarching objective of KYP is to enhance the employability of youth and support their transition into employment or further skill development pathways. By addressing gaps in communication, behavioural competencies, and basic digital skills, the scheme seeks to enable youth to better access opportunities and perform effectively in work environments.

Earlier, BSDM initiated an internal assessment covering approximately 100,000 trained youth under KYP. This exercise captures beneficiary feedback and self-reported outcomes; however, it is currently at an incomplete stage and requires further validation, analysis, and interpretation. While the internal assessment provides a preliminary basis, there remains a need for an independent and structured evaluation to generate robust and triangulated evidence on scheme effectiveness.

It is important to recognise the intended scope and limitations of the scheme. KYP does not provide domain-specific or technical training, nor is it designed to directly generate employment opportunities. It does not guarantee job placement outcomes. Instead, its contribution lies in creating enabling conditions for employability, with outcomes that are inherently indirect and mediated through other factors such as education, vocational training, and labour market dynamics.

### 2. Objective of the Assignment

*To assess the effectiveness of KYP in enhancing employability, work-readiness, and labour market outcomes of youth in Bihar, in line with its design as a foundational skills and employability enhancement intervention.*

**The specific objectives of the study are as follows:**

- To assess the effectiveness of the scheme in enhancing foundational employability skills among KYP beneficiaries.
- To examine behavioural and attitudinal changes among beneficiaries, including confidence, workplace readiness, communication ability, digital skills and orientation towards employment and career progression.
- To evaluate employability-related outcomes of KYP beneficiaries, including their ability to access job opportunities, participate in recruitment processes, and engage with the labour market.
- To assess the contribution of KYP to labour market outcomes, including employment status, type of employment, income levels, and job retention, while recognising that such outcomes are influenced by multiple external factors and cannot be attributed solely to the Program.
- To review the overall effectiveness of scheme design and delivery, including curriculum implementation, training quality, infrastructure, trainer capacity, and monitoring systems; assess inclusion and equity in access and outcomes.
- Undertake validation, triangulation, and methodological review of available administrative and internal assessment data, to generate contextual, actionable, and evidence-based recommendations to strengthen/revise/learnings from the scheme.

### 3. Key Evaluation Questions

The evaluation shall be guided by the following key questions, aligned to the objectives and theory of change of the KYP:

#### A. Immediate Outcomes: Skill Enhancement

1. To what extent has KYP improved beneficiaries' foundational employability skills, particularly in communication, life skills, and basic digital literacy?
2. To what extent are these improvements consistent across different beneficiary groups, regions, and training centres?

#### B. Intermediate Outcomes: Behavioural Change and Work Readiness

3. To what extent has KYP influenced beneficiaries' confidence, workplace behaviour, and overall work readiness?
1. How has participation in KYP affected beneficiaries' job-seeking behaviour, aspirations, and readiness to engage with employment opportunities?

#### C. Intermediate Outcomes: Employability and Labour Market Engagement

2. To what extent are beneficiaries able to access job opportunities and participate effectively in recruitment processes following completion of KYP?
3. What are the key barriers and enabling factors influencing beneficiaries' transition from training to employment or other productive engagements?

#### D. Final Outcomes: Contribution to Labour Market Outcomes

4. What proportion of KYP beneficiaries are engaged in employment, self-employment, or further skilling, and what is the nature and sustainability of these outcomes?
5. To what extent can these outcomes be reasonably associated with KYP, in conjunction with other influencing factors?

#### E. Scheme Effectiveness, Inclusion, and Evidence Systems

6. How effective are Program design and delivery systems (curriculum, training quality, trainers, infrastructure, and alignment with employer expectations) in achieving intended outcomes, and how inclusive are these outcomes across gender and socio-economic groups?

7. To what extent are existing administrative data and internal assessment findings reliable and methodologically robust, and what improvements are required to strengthen scheme effectiveness?

#### 4. Methodology

The methodology and study design outlined below are indicative in nature and intended to provide a broad framework for the evaluation of the KYP.

Bidders are encouraged to propose their own detailed methodology and study design, drawing upon their technical expertise and experience. The proposed approach shall be innovative, methodologically sound, and aligned with the objectives of the assignment, while ensuring efficiency in terms of time and cost, and overall turnaround time (TAT).

#### 5. Overall Approach

The evaluation shall adopt a mixed-methods approach, integrating quantitative and qualitative techniques to assess the effectiveness of the scheme as a work-readiness and employability enhancement Program.

The evaluation shall be guided by a theory of change framework, capturing:

- Immediate outcomes (enhancement of foundational skills such as communication, life skills, and digital literacy).
- Intermediate outcomes (behavioural change, confidence, and work readiness); and
- outcomes (labour market engagement and employment status), with appropriate caution on attribution.

The assessment shall focus on the scheme's contribution to employability and labour market readiness, rather than direct attribution of employment outcomes.

#### 6. Scope of Work

##### A. Indicative Study Design

##### I. Tracer Study of Beneficiaries

The agency shall undertake a tracer study of KYP-trained youth across sampled districts and cohorts. The tracer study shall capture:

- Current employment status and type of engagement.
- Job search behaviour and transition pathways.
- Beneficiary perceptions of changes in skills and work readiness following Program completion.

Data collection may be conducted through a combination of digital/online surveys, telephonic interviews, and field-based interactions, as appropriate.

##### II. Before–After and Current Status Assessment

The evaluation shall include:

- Self-reported pre- and post-training assessment of skills and behavioural attributes.
- Assessment of the current status of beneficiaries.
- Triangulation with available administrative data and internal assessment findings.

### **III. Comparison Strategy**

The agency shall adopt an appropriate comparison framework to strengthen the analysis, which may include:

- Comparison between KYP beneficiaries and non-KYP youth with similar socio-economic and educational characteristics (subject to feasibility); and/or
- Use of pre–post self-assessment combined with triangulation across multiple data sources.

The selected approach shall ensure analytical robustness while acknowledging contextual and data limitations.

### **IV. Skill and Behavioural Assessment**

The evaluation shall include a structured assessment of key competencies through:

- Use of standardised tools to assess communication ability and basic digital skills.
- Comparison of self-reported and observed/validated outcomes, to the extent feasible.
- Measurement of behavioural attributes, including confidence, workplace readiness, and communication in formal settings.

### **V. Employer and Market Feedback**

The agency shall collect feedback from employers and relevant stakeholders to assess:

- Performance of KYP-trained candidates in workplace settings.
- Gaps in work readiness and entry-level competencies.
- Alignment of Program outcomes with labour market requirements.

### **VI. Assessment of Scheme Design and Delivery**

The evaluation shall include a review of scheme design and implementation, covering:

- Effectiveness of curriculum design and delivery.
- Quality of training infrastructure and learning environment.
- Capacity and performance of trainers and training providers.
- Functioning of monitoring systems and Management Information Systems (MIS).
- Use of digital or e-learning components, where applicable.

### **VII. Data Review, Validation, and Triangulation**

The agency shall:

- Review and analyse available administrative and MIS data.
- Undertake validation and triangulation of findings from the internal assessment of KYP beneficiaries, subject to data availability and quality.
- Assess the consistency, reliability, and methodological robustness of available datasets.

Findings from multiple sources shall be triangulated to ensure credibility and robustness of the evaluation.

### **B. Indicative Sampling Strategy**

The sampling strategy outlined below is indicative in nature. The selected agency shall propose a detailed sampling design, aligned with the objectives and methodology of the evaluation of the KYP.

The agency shall adopt a multi-stage stratified sampling approach to ensure adequate representation across geographies, beneficiary groups, and implementation contexts. The sampling framework shall include, but not be limited to, the following:

- Selection of districts based on Program intensity, geographic spread, and variation in implementation contexts.
- Selection of training centres to capture diversity in performance levels, institutional types, and rural–urban distribution.
- Selection of beneficiaries across cohorts, including recent and earlier batches, to enable assessment of both immediate and sustained outcomes.
- Stratification of beneficiaries across relevant categories, including gender, socio-economic groups, and geographic regions, to assess inclusion and equity.
- Segmentation based on outcome status, including beneficiaries engaged in employment, self-employment, further skilling, and those not currently engaged in economic activity, to enable analysis of transition pathways and barriers.
- Inclusion of key stakeholders, including training providers, trainers, employers, and scheme functionaries, to provide a comprehensive perspective on scheme design, delivery, and outcomes.

The sampling design shall ensure adequate representation and statistical robustness for key indicators related to skill enhancement, behavioural change, employability, and labour market outcomes.

The final sampling framework, including sample size, stratification criteria, and selection methodology, shall be proposed by the selected agency and submitted to BSDM for review and approval during the inception phase.

### C. Indicative Indicators Framework

Outcome Level	Indicator	Description
<b>Immediate Outcomes (Skill Enhancement)</b>	<ul style="list-style-type: none"> <li>• % improvement in communication ability</li> <li>• % trainees demonstrating functional digital literacy</li> <li>• % trainees are comfortable with basic digital tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Change in communication skills (Hindi/English) before and after training.</li> <li>• Ability to perform basic computer/digital tasks.</li> <li>• Self-reported and/or assessed digital confidence</li> </ul>
<b>Intermediate Outcomes (Behavioural Change)</b>	<ul style="list-style-type: none"> <li>• Confidence Index</li> <li>• Interview Readiness Score</li> <li>• Workplace Readiness Score</li> </ul>	<ul style="list-style-type: none"> <li>• Composite measure of self-confidence and interpersonal ability</li> <li>• Ability to participate effectively in interviews and formal interactions.</li> <li>• Preparedness for workplace behaviour and expectations</li> </ul>
<b>Final Outcomes (Labour Market Outcomes and employment status)</b>	<ul style="list-style-type: none"> <li>• % engaged in employment/self-employment</li> <li>• Nature of employment</li> <li>• Average earnings</li> </ul>	<ul style="list-style-type: none"> <li>• Share of beneficiaries in economic activity</li> <li>• Type, sector, and stability of employment.</li> <li>• Monthly/annual earnings (<i>with attribution caution</i>)</li> </ul>

The above indicators are indicative. The selected agency shall refine and operationalise the indicators, including definitions, measurement tools, and data sources, as part of the inception phase.

#### 4. Duration of the Evaluation

- The evaluation shall cover the period from April 2022 to March 2026, capturing Program implementation, outputs, and outcomes across multiple cycles of the KYP.
- The total duration of the assignment shall be 4 months from the date of award of the contract. The timeline shall include key phases such as inception, tool development, data collection, analysis, and reporting.
- The proposed duration shall be considered adequate for undertaking the evaluation with a moderate-to-large sample size. Bidders shall be expected to align their sampling design, fieldwork strategy, and resource deployment with the proposed timeline.
- The selected agency shall submit a detailed work plan, including phase-wise timelines and deliverables, consistent with the overall duration and scope of the assignment. The work plan shall be reviewed and finalised in consultation with BSDM during the inception phase.

#### 7. Deliverables

S. No.	Deliverable	Description	Timeline
1	<b>Inception Report</b>	Detailed methodology, sampling design, tools, indicator framework, and work plan, Approval of Inception Report.	(Within T + 3 weeks) Approval by Department.
2	<b>Data Collection Tools &amp; Pilot Note</b>	Finalised survey tools, KII/FGD guides, and pilot testing summary	Post inception approval.
3	<b>Cleaned and Validated Dataset</b>	Clean datasets, codebook, data dictionary, and validation protocols	Along with the draft report
4	<b>Interim / Progress Updates</b>	Periodic updates on fieldwork progress, challenges, and preliminary insights	Periodic submissions during data collection Acknowledgement / Review by Department
5	<b>Draft Evaluation Report</b>	Detailed findings aligned to evaluation questions, including outcome assessment and scheme analysis. Approval of draft Evaluation Report	Within (T+6 week) Consolidated feedback by Department followed by approval.
6	<b>Presentation of Draft Findings</b>	Presentation of key findings to BSDM and stakeholders, Successful presentation.	Within (T+8 week) Approval/Acceptance of presentation
7	<b>Final Evaluation Report</b>	Revised report incorporating feedback, with actionable recommendations and an executive summary. Approval of Final Evaluation Report	Within (T+14 Week) Final Approval by Department:
8	<b>Hindi Translation of Report</b>	Simplified Hindi version of the final report (aligned with the original English report)	Within (T+15 Week) Approval by Department:
9	<b>Presentation of Findings</b>	Presentation(s) to BSDM with key findings and recommendations	Submission & Presentation: <b>Within T + 16 weeks</b> Acceptance by Department.

The selected agency is expected to adopt a structured, analytical, and professional reporting approach. The format and presentation of outputs may be refined in consultation with BSDM, ensuring clarity, usability, and relevance for policy and Program decision-making.

The deliverables shall be aligned with the phase-wise timeline of the assignment, whether T is date of Contract.

## 8. Payment Schedule

Sl. No.	Milestone / Payment Trigger	Linked Deliverable(s)	Payment Amount
1	Approval of Inception Report	Deliverable 1: Inception Report	10% of total contract value
2	Approval of Draft Evaluation Report and acceptance of Presentation of Draft Findings	Deliverables 5 and 6: Draft Evaluation Report and Presentation of Draft Findings	30% of total contract value
3	Approval of Final Evaluation Report, inclusive of incorporation of all comments and submission of Hindi Translation	Deliverables 7 and 8: Final Evaluation Report and Hindi Translation of Report	40% of total contract value
4	Successful presentation of Final Findings and acceptance of all contractual deliverables	Deliverable 9: Presentation of Final Findings	20% of total contract value

### Payment Conditions:

- Deliverables 2, 3, and 4 (Data Collection Tools & Pilot Note, Cleaned and Validated Dataset, and Interim / Progress Updates) are mandatory process deliverables but do not carry separate payment milestones. Submission and acceptance of these deliverables shall be a precondition for subsequent milestone approvals.
- Payment against each milestone shall be released only after:
  - Formal written approval / acceptance by the Department, and
  - Submission of all outputs and supporting documents associated with that milestone.
- The Final Evaluation Report milestone shall be deemed complete only after submission and approval of the Hindi translation, duly aligned with the approved English version.

## 9. Reporting Requirements

The selected agency shall prepare and submit evaluation reports in a structured, coherent, and analytically rigorous manner, ensuring that findings, analysis, and recommendations are presented in a format suitable for policy and Program decision-making.

While broad expectations have been outlined in this ToR, the structure and presentation of reports shall remain indicative. The agency shall adopt professional reporting formats, including the use of data visualisation, dashboards, and appropriate analytical tools, to enhance clarity and usability of outputs.

The agency shall also prepare presentation materials (including PowerPoint presentations) to effectively communicate key findings and recommendations to BSDM and other stakeholders.

The reporting approach shall ensure clarity, consistency, and usability, and shall be finalised in consultation with BSDM during the course of the assignment.

## 10. Team Composition

The evaluation team shall comprise a multidisciplinary group of qualified professionals with demonstrated expertise in evaluation studies, economics, statistics, public policy, and socio-economic research.

The team shall have prior experience in conducting large-scale studies, including evaluations, tracer studies, or similar assignments, in the areas of employment, skills, livelihoods, and related sectors, preferably at the national or state level.

The proposed team shall ensure an appropriate balance of technical expertise, field experience, and analytical capability to undertake the assignment and deliver outputs within the stipulated timelines.

The composition and strength of the proposed team, including the qualifications and experience of key personnel, shall be assessed as part of the technical evaluation.

## 11. Key Expert Positions

<b>S. No.</b>	<b>Position</b>	<b>Key Responsibilities</b>	<b>Minimum Qualification &amp; Experience</b>
1	Team Leader / Project Director	Overall leadership of the assignment; finalisation of methodology; stakeholder coordination; quality assurance of all deliverables	Advanced degree in relevant field; minimum 10–12 years of experience in evaluation/impact assessment; demonstrated experience in leading similar assignments
2	Labour Market / Skills Specialist	Analysis of employability outcomes; assessment of labour market alignment; employer engagement and interpretation of findings	Relevant domain expertise in skilling/employment; experience in labour market or workforce studies
3	Research / Evaluation Specialist	Design of study tools; management of quantitative and qualitative research; data analysis and synthesis of findings	Strong background in research and evaluation; experience in large-scale surveys and mixed-method studies
4	Data Analyst / Statistician	Data management, cleaning, and statistical analysis; development of indicators and interpretation of results	Expertise in statistical analysis and data management; proficiency in relevant software/tools
5	Field Coordinator(s)	Planning and supervision of fieldwork; quality control; coordination with survey teams	Experience in managing large-scale field surveys and data collection operations

## 12. Continuity of Key Experts

- All key experts proposed in the bid shall be made available for the assignment in accordance with the approved work plan.
- Replacement of any key expert shall not be permitted without prior written approval of BSDM.
- Any proposed replacement shall be of equivalent or higher qualifications and experience and shall be subject to approval by the Department.
- The Team Leader shall act as the primary point of contact for all communication with the Department and shall be responsible for overall coordination and delivery of outputs.
- The agency shall ensure regular reporting, coordination meetings, and timely progress updates in line with the agreed timelines and reporting requirements.

### 13. Ownership of Data and Reports

All data, reports, analyses, datasets, tools, and other materials generated under this assignment shall be the sole property of BSDM. The selected agency shall:

- Submit all outputs, including raw and processed data, transcripts, analysis files, and reports, to the Department in both hard and soft formats.
- Not use, reproduce, publish, or disclose any part of the data or findings generated under this assignment without prior written approval of the Department.
- Ensure that all data collected during the course of the study is treated as confidential and used solely for this assignment.
- All intellectual property rights arising out of the assignment shall vest exclusively with the Department. The agency shall have no claim over the data, reports, or outputs generated under this contract.