

REQUEST FOR PROPOSAL (RFP)

For

Empanelment of Training Partners

To implement employment linked Domain Skill Development Program under Tourism Department, Govt. of Bihar under the overall framework of Bihar Skill Development Mission. Training partners those have placement opportunities available through verifiable placement tie-ups can only apply under this RFP.



RFP No: BSDM/Tourism-276/2023 Date: 26.12.2023

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

Notice Inviting Request for Proposal	4
1.1 Tender Schedule/Timelines and Instructions:	5
1.2 e-Tendering Process Related Instructions:	7
1.3 Disclaimer	8
List of Abbreviations	9
Section A - Preface	9
1. A Brief background of BSDM:.....	9
2. A Brief on Domain Skilling:.....	9
3. A Brief on objective of this RFP:	10
Section B – General	11
4. General Provisions.....	11
5. Unfair Competitive Advantage.....	11
6. Corrupt and Fraudulent Practices	11
Section C – Preparation and Submission of Proposals	13
7. General Considerations.....	13
8. Prohibition of Subcontracting or Franchising.....	14
9. Earnest Money Deposit.....	14
10. Confidentiality	14
11. Eligibility Criteria and Proposal Evaluation.....	15
Section D – Empanelment of the TPs.....	18
12. Submission of Performance Guarantee, MoU with department, Target allocation.....	18
Section E – Scope of Work.....	18
13. Mobilization, Pre-Counseling and Registration of eligible candidates	18
14. Course and Curriculum Design	18
15. Training.....	19
16. Placement of Candidates.....	19
Section F – Key Terms of Empanelment.....	19
17. Scheme Specific Guidelines:	19
18. Infrastructure and faculty requirements.....	19
19. Process and Cost Norms	20
20. Period of the Agreement:.....	27
21. Performance Review.....	27
Section G – General Terms & Conditions.....	28
22. Interpretation.....	28
23. Governing Law:	28
24. Force Majeure:.....	28
25. Change Orders and Agreements.....	29

liities of the Department.....	29
27. Termination of the Agreement.....	29
28. Disputes Resolution	31
AFFIDAVIT	39

Bihar Skill Development Mission (BSDM)

Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001

Phone: 0612-2528455 Fax: 0612-2535004

Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org

Notice Inviting Request for Proposal

RFP No: BSDM/Tourism-276/2023

Date: 26.12.2023

Principal Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Single Bid System) from reputed and experienced organizations **to implement employment linked Domain Skill Development Program under Tourism Department, Govt. of Bihar under the overall framework of Bihar Skill Development Mission. Training partners those have placement opportunities available through verifiable placement tie-ups can only apply under this RFP.**

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

Document Fee and Tender Processing Fee: All Applicants must pay a non-refundable Document Fee of Rs. 5,000/- (Rupees Five Thousand only) and Tender Processing Fee of Rs. 590.00 (Five Hundred Ninety only) through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. 50,000/- (Fifty Thousand) only, **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, before the last date/time for submission/ uploading of proposal, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected agencies fail to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

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

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in the RFP document which can be seen or downloaded from the “e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be **available to download** from the above websites **from Date 26.12.2023**. The last date for uploading of proposal will be **Date 17.01.2024 up to 15.00 Hrs**. Proposal will be opened on or after **Date 17.01.2024 post 16:00 Hrs**. **The Evaluation of proposals will be made as per criteria laid down in RFP**. Please refer RFP document for complete details.

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

BSDM reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no applicants/bidders shall have any cause of action or claim against the BSDM for the same.

Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources, Go

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

1.1 Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of RFP document	From Date 26.12.2023 (https://www.eproc2.bihar.gov.in)
2.	Last Date/Time for submission/ uploading of Proposal	Date 17.01.2024 up to 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
3.	Date & time for opening of Proposal	On Date 17.01.2024 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
4.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later through email only.
5.	Financial Bid Opening Date and Time	Not Applicable , as no price discovery required. This is a Single Bid System.
6.	Method of Selection	As per RFP
7.	Proposal Submission in Consortium/ Joint Venture	Not Permitted.
8.	Bid Proposal Validity	180 days from the last date of proposal submission.
9.	Empanelment Period	One year from the date of signing of contract. This may further be extended for another one year subject to yearly center renewal and agreement renewal. The extension will be based on satisfactory performance and /project requirement and based on the sole discretion of the respective line Department.
10.	Contact person/Nodal Officer for queries	Name: Suresh Kumar Singh & Designation: Mission Director Email: md.bsdm@gmail.com & contact no: 7979706411

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- Return of EMD:** The EMD of unsuccessful applicants will be returned within 60 days after completion of RFP process or completion of Bid validity period whichever is earlier.
- Proposals along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Proposal / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The applicants shall submit their eligibility and qualification details, certificates, if any, as mentioned in respective sections etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The applicant is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at applicant's own risk and may be liable for rejection. Applicants are advised to study the RFP document carefully.

shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- The applicants should ensure that all the required documents as mentioned in the RFP document are submitted/ uploaded in the prescribed format only. The applicant shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be applicant's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
 - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ BSDM will notify the applicants for submission of original hardcopies of the uploaded documents, if required.
- **The applicant shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity.**
- **Conditional Bids/proposals shall be out-rightly rejected.**
- **Validity of Bids:** 180 days from the last date of proposal submission.
- **For support related to e-tendering process, applicants may contact at following address:**
 "e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. **"Toll Free Number: 1800 572 6571"** Email ID: eproc2support@bihar.gov.in.
- **Corrigendum/ Addendum/ amendments if any, will be published on the departmental website [http:// www.skillmissionbihar.org](http://www.skillmissionbihar.org) and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the applicants. The applicants are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.**
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

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

1.2 e-Tendering Process Related Instructions:

Submission of Proposals Through electronic mode only:

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

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

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

1.3 Disclaimer

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

List of Abbreviations

Terms	Description
EMD	Earnest Money Deposit
FY	Financial Year
GPS	Global Positioning System
MIS	Management Information System
NCVT	National Council for Vocational Training
NOS	National Occupational Standards
NSDC	National Skill Development Corporation
P&L	Profit and Loss
TP	Training Partners
QP	Qualifications Pack
RFP	Request for Proposal
SSC	Sector Skills Council
NSQF	National Skill Qualification Framework
BSDM	Bihar Skill Development Mission
LoI	Letter of Intent
PMKVY	Pradhan Mantri Kaushal Vikas Yojna
DDU-GKY	Deen Dayal Upadhyaya Kuashal Vikas Yojna
SSDM	Sate Skill Development Mission
MD	Mission Director
CEO	Chief Executive Officer

Section A - Preface

1. A Brief background of BSDM:

Bihar Skill Development Mission (BSDM) has been the nodal agency for skilling in the state of Bihar. The primary objective of BSDM is to create an eco-system and providing umbrella framework for skilling in Bihar. Major tasks are:

- Standardization of processes and norms.
- Providing Web based training delivery and centralized monitoring through dedicated IT portal.
- Centralized Database Management System for training partner empanelment, candidate registration, invoicing, and payment process etc.
- Providing common platform of industry interfacing to facilitate placement activities across sectors.

The Mission is the single point of contact and the state's apex body within the Government of Bihar to formulate and steer skill development schemes across all state departments. BSDM acts as an integrated Mission that combines the efforts of different line departments as of now to achieve the state's skill development target in various domain and employability skills.

2. A Brief on Domain Skilling:

BSDM in coordination with 16-line departments implement short term skill development training through private and government training partners across all the 38 districts of Bihar.

- Currently there are 16 departments in Government of Bihar those are implementing various domain specific short term skill development groups.

role of an apex body to formulate policy, planning, develop norms, standardized processes and define quality parameters in close consultation with its key stakeholders for smooth implementation of skill development programs.

- The finalization of sectors and courses are decided by the respective line departments basis on their targeted beneficiaries, industrial demand aligned to the respective QP/NOS based courses those have been approved by SSC and NCVET. The courses are keep upgraded as when required basis on the necessary amendments done by NCVET, Ministry of Skill Development & Entrepreneurship.

Program Objectives

- The objective of Domain Skilling is to enable youth to take up training to secure a better livelihood.
- It's also aims to create an effective and efficient skill development ecosystem in the state of Bihar

BSDM provides the umbrella framework for the Domain Skilling program including center empanelment, value chain automation, skilling support through BSDM's Single Point of Contacts attachment to departments etc.

Salient Features

- Industry Relevant and market driven SSC courses along with courses deemed relevant and important from the State's perspective
- Training of Trainers (ToT) followed by certification
- Working age population – 15 – 59 Years
- Central monitoring of progress of each candidate through the web portal
- Incentives to stakeholders to increase their stake in the system
- Employment linked Skill training
- Standardized Processes / Frameworks / Mechanism / Cost norms and ICT enabled processes.

3. A Brief on objective of this RFP:

- BSDM through this RFP intend to empanel reputed Training Partner having prior experience of running training centers under central or state sponsored schemes like PMKVY, DDU-GKY, State Skill Development Missions etc. with proven placement record or institutions having proven track record in the vocational skill training with placement like Government or Private Engineering Colleges, Polytechnic Colleges, Diploma Colleges, Nursing Colleges, Management Institutions etc. Training partners those have verifiable placement tie-ups can only apply under this RFP.
- The empaneled organizations will then be aligned with respective department of Govt. of Bihar for which this specific RFP has been published. The Department will then allocate target in specific sectors and courses and execute Memorandum of Understanding (MoU) with such empaneled organizations.

The list of indicative sectors, job roles and total target are attached as Annexure-V.

- The Programme would target to train and provide gainful employment to the trained candidates.
- The Training Partners would be responsible for candidates' mobilization, establishment of training centres, ToT certified trainers, conduct training, scheduling assessment & certification, placement and post placement tracking under the overall supervision of the respective department and BSDM. The entire training cycle shall be managed as per the approved guideline/cost & process norms/SoP/Amendments/Circulars of BSDM or respective department.
- The departments and BSDM will monitor training performance as per the monitoring & evaluation framework managed through a portal.

Section B – General

4. General Provisions

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

5. Unfair Competitive Advantage

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

6. Corrupt and Fraudulent Practices

- 6.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Empanelment Process. In such an event, the Client shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the Earnest Money Deposit as damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove, and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant is found by the Client to have directly engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, or after the issue of the Letter of Empanelment or the execution of the Agreement, such an Applicant shall not be eligible to participate in any tender or RFP issued by the Client during the assignment period from the date such Applicant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Empanelment Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the election Process; or (ii) engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or Technical Consultant/ Adviser of the Client in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process

6.4 Clause for Blacklisting of TPs: While the primary objective is to facilitate TPs in achievement of targets, but the TPs can default for Corrupt or Fraudulent Practices. First level of safeguard against such default by TP is continuous monitoring and consultative system which is already in place right till the district level. Notices shall be issued to the TPs regarding deficiencies detected at various stages. However, even after notice and reminder(s), if a TP does not take remedial measure; a major step may be taken which might lead to blacklisting of the TP.

Section C – Preparation and Submission of Proposals

7. General Considerations

- 7.1 The Proposal must be submitted via online mode through E-Proc.
- 7.2 Applicant shall submit all the required documents as mentioned in the Annexures including Tech Forms. It should be ensured that all formats mentioned in this RFP should be adhered to and no changes in the format should be done.
- 7.3 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. BSDM shall not be responsible for any delay or non-receipt/ non uploading of the documents. No correspondence will be entertained on this matter. Any proposal received by the BSDM after the stipulated deadline shall not be entertained under any circumstances.
- 7.4 Instructions to the Bidders:

7.4.1 Completeness of Response

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

7.4.2 RFP Proposal Preparation cost & related issues

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

7.4.3 Miscellaneous

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

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

- BSDM may, for any reason, modify the RFP Document by a corrigendum and may, at its discretion, extend the last date for the receipt of Proposals.

terminate the RFP process at any time without assigning any reason. BSDM makes no commitments, express or implied, that this process will result in a business transaction with anyone or between anyone.

- BSDM reserves the right to modify and amend any of the condition/criterion as stipulated in whole of this RFP Document depending upon project priorities vis-à-vis urgent commitments.

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

8. Prohibition of Subcontracting or Franchising

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

9. Earnest Money Deposit

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

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

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

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

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

Performance Guarantee of Rs. 50,000/- per training center in the form of demand draft will have to be deposited to the respective department by the successful applicants.

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

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

10. Confidentiality

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

Id Proposal Evaluation

SN	Particulars	Proof Required
1	The Applicant Organization (AO) must be registered on or before 31.03.2020. Consortiums / Joint Ventures are not allowed.	Incorporation/ Registration Certificate
2	Applicant Organization may be Proprietorship, Partnership, Trust, Society, Public or Private Limited Company, Government or Private Educational Institutions - Nursing, Paramedical, Polytechnic, Engineering colleges	Proprietorship: Udyog Aadhaar / GST Registration / Registration under Shop & Establishment Act. Partnership: Registered Partnership Deed Trust: Trust Deed Society: Registration Certificate Public or Private Limited Company: Certificate of Incorporation Government or Private Educational Institution: Nursing, Paramedical, Polytechnic, Engineering colleges: Proof of registration.
3	The Applicant Organization must have a minimum Average Annual Turnover of at least INR 1.00 Crore in the three financial years i.e. FY 2020-21, 21-22 & 22-23.	Audited Balance Sheet & Profit & Loss / Income Expenditure Account And also Submit a CA Certificate stating the above figures with UDIN (Annexure I)
4	The Applicant Organization must have a positive net worth of at-least Rs. 25 Lac as on 31.03.2023.	Audited Balance Sheet And also Submit a CA Certificate stating the above figures with UDIN (Annexure I)
5	The AO/s must have provided Skill Training to at least 1000 candidates on a consolidated basis during the last three financial years i.e., FY 2020-21, 21-22 & 22-23.	Submit a CA Certificate stating the above figures with UDIN (Annexure I)
6	The Applicant Organization must have placed at least 500 candidates on a consolidated basis during the last 3 Financial Years i.e., FY 2020-21, 21-22 & 22-23.	Submit a CA Certificate stating the above figures with UDIN (Annexure I)
7	The Applicant Organization must submit Letter of Intent (LoI) with an industry partner/s or employers / or HR/Placement agencies for at least 300 candidates related to the course / sector they are applying for.	Industry issued verifiable LoI on the industry letter head. These LoI must contain valid contact details mobile number and email id of the industry partner/s or employers / or HR/Placement agencies for verification purpose. Note: LoI without having valid Email ID, Phone Number and Website of the employer/industry shall not be considered and outrightly rejected.
8	The Applicant Organization must have to mandatorily submit Notarized Affidavit that it has not been blacklisted / debarred by any Central/ State Govt. or their undertakings.	Notarized Affidavit as per Annexure II
9	The AO/s should not currently have any of its Skill Development Center permanently blocked, debarred by BSDM through an order of BSDM or any other Departments/ State skill Mission/ Central Government institutions/ similar bodies.	Declaration under Annexure II
10	The Applicant Organization must have to submit district preferences for all 38 districts of Bihar in the given format	Declaration under Annexure IV

Criteria and Score:

SN	Criteria	Proof
1	Period of Establishment: (completed years as on last date of bid submission) (Maximum Marks: 10) More than 10 years old: 10 marks More than or equal to 06 years and less than 10 years old: 07 marks More than or equal to 03 years and less than 06 years old: 05 marks	Incorporation/ Registration Certificate
2	Average Annual Turnover (AATO) of in the three financial years i.e. FY 2020-21, 21-22 and 22-23. (Maximum Marks: 10) AATO more than 06 Crores: 10 marks AATO more than or equals to 03 Crores and less than 06 Crores: 07 marks AATO more than or equals to 01 Crore and less than 03 Crores: 05 marks	Audited Balance Sheet & Profit & Loss / Income Expenditure Account. CA Certificate stating the above figures with UDIN (Annexure I)
3	The Applicant Organization must have a positive net worth of at-least Rs. 25 Lac as on 31.03.2023. (Maximum Marks: 10) Net-worth more than 150 Lac: 10 marks Net-worth more than or equals to 75 Lac and less than 150 Lac: 07 marks Net-worth more than or equals to 25 Lac and less than 75 Lac: 05 marks	Submit a CA Certificate stating the above figures with UDIN (Annexure I)
4	Consolidated Past Placement Figures during the last 3 Financial Years (FY 2020-21, 2021-22 & FY 2022-23). (Maximum Marks: 10) Placements more than 2000: 10 marks Placements more than or equals to 1000 and less than 2000: 07 marks Placements more than or equals to 500 and less than 1000: 05 marks	Industry issued verifiable LoI on the industry letter head. These LoI must contain valid contact details mobile number and email id of the industry partner/s or employers / or HR/Placement agencies for verification purpose.
5	The Applicant Organization must submit Letter of Intent (LoI) with an industry partner/s or employers / or HR/Placement agencies for at least 300 candidates related to the course / sector they are applying for. (Maximum Marks: 10) LoI for more than 1000 candidates: 10 marks LoI for more than or equals to 600 and less than 1000: 07 marks LoI more than or equals to 300 and less than 600: 05 marks Note: LoI without having valid website of the employer/industry shall not be considered and outrightly rejected. Note: In case any bidding organization submits same placement LoI for different RFPs published by BSDM for different departments, then the same LoI shall be considered only once for the department having highest target under the published RFP/s and for other department/s the same will be outrightly rejected.	
8	Technical Presentation will be of maximum 50 marks. - Organization Profile/ Background - Understanding Bihar Context (Youth and Employment) - Mobilization and Training Plan - Training and Placement Experience - Placement Tie-ups	
	Total Score: 100	

- All the training partners who will meet the eligibility criteria and have submitted all the Tech Forms and Annexures, will be called for a technical presentation. Intimation regarding the date, time and venue of the technical presentation will be sent to the bidder on their given email ID.
- The technical presentation shall be held before the committee consisting of BSDM and representatives of the respective Department.
- Only those bidders who will qualify the technical evaluation round will be selected for the empanelment as Training Partner for the respective Department.
- Minimum 60 marks will be needed to qualify the technical evaluation round. However, securing 60 marks or above will not guarantee empanelment with the respective department or allocation of target.
- The total number of required training partners that will be selected for empanelment with a department, will be based on the requirement of concerned department and their total target. The selection will be based in the order of obtained technical score.
- The number of Training Partners shall be decided according to the accepted LoI/s per Job Role (Course). The number of districts and centers to be allocated to any training partner shall be proportional to the marks obtained by the applicant organization.
- The list of training partners will be shared with the respective department which in turn will decide about the target allocation, districts, and number of centers for a particular training partner based on their preference of districts, placement LOIs and financial capability to establish training centers. In case of same preference of districts by more than one training partner or for other like decision, the department will decide in the order of obtained score under technical evaluation. The department may initially allocate lesser target and number of centers and based on performance may further allocate target and centers. Maximum Two Centers will be allocated for a particular district for a particular training partner under one department.

However, CEO, BSDM or the secretary/principal secretary of the concerned department may relax or make stringent or may modify the above procedure of target allocation/district/number of centers either generally or particularly.

- The rationalization of district/s allocation, number of training centers and target allocation for a training partner, shall be decided by the concerned department based on placement LoIs and marks obtained in technical evaluation.
- In future the department may choose to allocate target in additional centers, sectors, job roles depending upon the performance of training partner and availability of placement LoIs in the concerned sector/ job roles.

12. Submission of Performance Guarantee, MoU with department, Target allocation

12.1 The department within 7 days of receipt of list of selected training partners from BSDM, will make communication with each of the training partners mentioning total annual target, job roles, districts and number of centers. The training partner will submit a performance guarantee of Rs. 50,000/- per training center in the form of demand draft to the respective department and execute MoU within 30 days of such communication by the department.

12.2 The empaneled TPs are then expected to commence the work within ten days of signing of the MoU. Commencement of work shall mean:

- Mobilization of manpower for setting up training centres in the districts in which the Private Training Provider has been empaneled.
- Submission of mobilization plan for the districts for which the Training Provider has been empaneled.
- Simultaneous on boarding of center(s) on BSDM portal and batch commencement at the earliest

12.3 The said Performance Guarantee shall be released after 6 months of satisfactory completion/execution of the training and placement and expiration of the MoU for which Training Provider is empaneled. The performance guarantee may get forfeited in any of the following case:

- Any fraudulent practices by the empaneled training partner.
- Violation of conditions agreed as per the agreement signed between the department and Training Provider or other applicable norms of BSDM.
- In case of not achieving the placement mandate of the successful trained candidates.
- Any financial irregularities that have affected the project.

Section E – Scope of Work

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

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

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

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

13.3 Counseling the candidates and their parents on the available job opportunities / training locations and set their expectations on jobs, relocation requirements and compensation.

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

14. Course and Curriculum Design

Training Providers will follow the modules defined by respective sector skill councils/NCVET.

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

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

15.3 Ensure adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/Qualification Packs of course of respective SSCs.

15.4 The guidelines with respect to OJT shall be followed as prescribed for the respective course.

15.5 The guidelines with respect to residential training, if any, shall have to be follow by the TPs at all times during the training period.

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

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

16. Placement of Candidates

“Placed” means the candidate is placed in the sector of their training at the respective industries (manufacturing/service) and his / her gross remuneration should not be below the minimum wages of the state in which he/she has been placed. Further, a placement shall be considered valid if a candidate is placed within the first 3 months of successfully trained and certified.

Section F – Key Terms of Empanelment

17. Scheme Specific Guidelines:

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

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

18. Infrastructure and faculty requirements

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

18.2 A trainer-trainee ratio of 1:40 shall be maintained at the training center.

18.3 Trainers shall adhere to respective SSC qualifications & guidelines.

18.4 Trainers should be ToT (Training of Trainers) certified by the concerned SSCs

19.1 Target Beneficiary Age Group: Working age population: 15 – 59 Years or as per the scheme guidelines and entry age defined by the QP norms and department norms.

19.2 Target Beneficiary: Minimum Qualification: It will be as per the scheme guidelines or as per course QP requirement.

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

19.3 Courses Available: QP-NOS/ Any other course approved by BSDM. Course list shall be decided by BSDM in consultation with the Departments, and shall be revised from time to time by SSC/NCVET.

19.4 Training Duration: Fresh Skilling: Minimum 200 hours: As per the durations specified in the current course offering list or as required by any of the Departments or Industry and as amended time to time. Courses that are less than 200 hours but are deemed as important in the context of the State for fresh skilling will be offered on a case-to-case basis. Also, for some of these courses relevant clubbing (of courses / topics / NOSs/ training duration etc.) may be done, in order to increase the employment potential of the courses.

19.5 Social Inclusion Mandates: The Departments / Directorates would be required to set the category wise percentages as per their Departments / Directorates / schemes mandates.

For the Departments / Directorates that cater to multiple strata of beneficiaries, the following categories need to be focused in the annual physical targets:

- Women
- PwD
- SC/ST
- Minority

19.6 Placement: Definition & Mandate:

Placement Definition: Placement to be mandatorily done in 3 months from result declaration date (of assessment / reassessment). Placements by definition would mean that the placed candidate has joined the offered job and is in employment for the next 3 months at least. Placements can be in the form of wage employment or self-employment.

- **In case of wage employment,** candidates should be placed in jobs that provide wages at least equal to minimum wages prescribed by the State where the deployment is done post recruitment and such candidates should continue to be in jobs for a minimum period of three months, from the date of placement in the same or a higher level with the same or any other employer.
- **In case of self-employment,** candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade license or setting up of an enterprise or becoming a member of a producer group or proof of additional earnings (bank statement) or any other suitable and verifiable document as prescribed by BSDM / respective Department.

e: All the schemes following BSDM guidelines will have to ensure a minimum of 50 % (or as specified in the scheme guideline) placement (Of the total certified candidates of a batch) including self-employment. The breakup of placement percentage for wage and self-employment can be decided by the implementing department as per the nature of the course and their target group inclinations.

19.7 Post Training / Placement tracking mandate:

All Certified candidates need to be marked as placed or unplaced on the BSDM portal in 3 months from the date of result declaration (either for fresh assessments or reassessment). Reassessment (if any) needs to be completed within 90 days from result declaration of the fresh assessment or as allowed by BSDM/Department.

For Placed candidates

1 year of employment related tracking with the provision of uploading 6 months' pay slip (in the aforementioned 1 year) or bank statements / self-declaration (To highlight increase in earnings in the case of self-employment) or self-declaration of monthly wage in case of wage employment in informal sector. Other relevant details, which will also have to be furnished on the BSDM portal, are as follows:

For Wage Employment:

- Date of Placement
- Name, Address, Sector and contact details of Employer Organization/Company
- Employment Location (City, District, State)
- Salary/wages
- Role/Designation
- Candidates current contact number
- Declaration of data correctness from Skill Development Centre (SDC) centre operator
- Soft copy of offer letter/contract copy / salary slip / self-declaration of the candidate in case of wage employment in informal sector – uploading mandatory

For Self-Employment:

- Date of Successful Completion of Training
- Name, Address, Sector and contact details of Venture – not mandatory
- Monthly earnings
- Candidates current contact number
- Declaration of data correctness from SDC operator
- Soft copy of venture registration / bank loan documents / bank statement / Self declaration by the candidate of earnings from self-employment for increased earnings – uploading mandatory

19.8 Assessment & Certification:

Assessment – Assessment of candidates who have met the assessment eligibility criteria of 80% attendance of the batch duration, unless otherwise specified in the scheme guideline.

- QP/NOS based courses – SSC's appointed assessment agencies
- Other than QP Based course – BBOSE, BSDM or any other BSDM approved organization of state / national repute.

ment Training Providers of National or State repute might be able to do assessments of their training post course approval from BSDM.

Certification

- QP/NOS based courses – SSC's
- Other than QP Based course – BBOSE, BSDM or any other BSDM approved organization of state / national repute.
- Government Training Providers of National or State repute can certify their successfully trained candidates post course approval from BSDM.

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

- A non-refundable processing fee of INR 1000 (To be revised by BSDM from time to time) per SDC will be charged from all the SDC applicants against the desk appraisal and due diligence conducted by BSDM. This will be taken at the time of center empanelment on BSDM portal, post selection of TP and MoU execution with respective department.

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

- The centre registration fee for all empanelled SDCs will be INR 4000. The centre registration will be renewed at the end of the financial year in case of satisfactory performance of the SDC. The renewal fee will be Rs. 2000 per year.
- However, the initial registration or any renewals thereafter for centres from the date of opening of empanelment / renewal shall be valid only up to the end of Financial year, in which the centre is registered / renewed or as otherwise intimated by BSDM on its website post which the validity of the center registration / renewal will cease to exist for all purposes legal or otherwise.
- However, BSDM may decide to exempt certain entities / type of centres / schemes on this account or increase or decrease the concerned fee under any or all of the programs as and when deemed necessary either generally or particularly.

19.11 Course Registration Fee from empanelled SDCs:

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

19.12 Portal usage fees:

- Per candidate portal usage fee (against using the portal for monitoring and evaluation of the training) of INR 0.50 per candidate per course per hour will be deducted from the amount payable to the SD e of candidate paid models.

domain skilling implemented through the budget of departments other than BSDM, the department shall pay the reduced amount to the SDC operator and shall pay the portal usage fee to BSDM.

19.13 Refundable security deposit from candidates:

- 10% of the total training fee (as paid to the SDC) per learner (to be paid to BSDM through the SDC operator) up to a max of INR 1000 will be taken as refundable security deposit from candidates.
- Exemption on this account may be provided for severely disadvantaged groups such as:
 - Beggars and their dependents
 - Leprosy cured and their dependents
 - Construction workers
 - HIV patients and their dependents
 - Jail Inmates
 - Note: The list of applicable categories for the exemption may be revised as and when deemed required by BSDM or as directed by the State Government.

19.14 Release of Funds:

- 30% of the training fee – On completion of 1/3rd of the duration of the course or 1 month whichever is later for all the candidates with attendance equal to at least 80% against the covered duration of the course (in hours).
- 30% of the training fee – On passing the final assessment by the BSDM authorized assessment & certification agency – for the certified candidates only, post adjustment of the 30% (paid earlier) for candidates who did not pass the assessment.
- 20% of the training fee – For all the certified candidates after a minimum of 50% of the certified candidates of the batch have been placed.
- 20% of the training fee – This amount will be paid post the 12-month tracking completion and compliance and will be payable only for certified candidates for whom the tracking has been completed.

Note:

- All the invoices of instalments shall be raised through the system and the payment has to be made within 30 days of the raising of invoice. In case, the payment is not made within 30 days of raising the invoice and no further information is required from the SDC, the disbursing department / organization shall be liable to pay simple interest on the due payment at a rate of 0.5 % per month till the time actual payment is made.
- In case in any of the skilling programs it is observed that there is a recovery to be made by the funding entity / department from the concerned SDC/Training Partner on account of the eventual training fee for finally certified candidates of a batch being less than the already paid amount (where any of the tranches before the final tranche are course completion / attendance based payouts) for that batch, the concerned SDC / Training Partner will be liable to pay the recovery amount to the concerned funding entity. If the SDC does not refund the established recovery amount to the department / funding entity, the department / funding entity can take legal action against the SDC / Training Partner.

19.15 Training Calendar:

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

19.16 Batch Size:

- Min 20 candidates per batch – Max 40 candidates per batch except for CSS that specify minimum batch size.

Note:

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

19.17 Grading of Training centers:

- The concerned funding entity / funding Department will provide additional work allocation or will renew the agreement with a training center based on the following grading system only:
 - If more than 75% of the total certified candidates in the target allocation period are placed – Grade A
 - If greater than or equal to 50% and less than or equal to 75% of the total certified candidates in the target allocation period are placed– Grade B
 - If less than 50% of the total certified candidates in the target allocation period are placed– Grade C
- Grade A centers will be given preference by the concerned funding entity / funding Department in work allocation post which work allocation will be done for the Grade B centers. Further Work allocation or Renewal of agreement will not be done for Grade C centers.
- Note:** Any center that has less than 50% enrolment against the allocated target in the in the target allocation period will not be eligible for Further Work allocation or Renewal of agreement unless otherwise decided by the concerned Department / BSDM.
- Partners getting Grade C may also be debarred for 3 years to participate in any tendering process of BSDM.

19.18 Training Cost:

- Category 1: INR 49.0 per candidate per course per hour
- Category 2: INR 42.0 per candidate per course per hour
- Category 3: INR 35.1 per candidate per course per hour
- Per candidate portal usage fee (against using the portal for monitoring and evaluation of the training and the actual training delivery) of INR 0.50 per candidate per hour will be deducted from the amount payable to the SDC. Thus, the eventual payout to the SDCs in case of Domain specific skilling will be:

- Category 1: INR 48.5 per candidate per course per hour
- Category 2: INR 41.5 per candidate per course per hour
- Category 3: INR 34.6 per candidate per course per hour
- For cases where the premises / building is provided by Government, a monthly rent as per the prevalent circle rates will be charged from the SDC operator using the allotted infrastructure.

19.19 Uniform:

- No provision for uniform cost for schemes following BSDM guidelines except for schemes / Department's where it is mandatory as in the case of Health, Security etc. related training – All such exceptions need to be clearly stated. The required dress specification needs to be stated. However, for the purpose of branding, BSDM may decide to provide certain set of wearables displaying its logo to all or certain categories of the candidates undergoing training programmes.

19.20 Boarding and Lodging:

- Applicable where residential training is being conducted and only for certified candidates unless other wise stated.
- Note: A minimum training duration of 6 hours per day will be assumed for calculation of total number of days for which boarding and lodging amount will be provided.
- Boarding and lodging cost at actuals for residential training subject to maximum per trainee per day as per table below:
 - Rs. 375/- per day per trainee in X Category Cities/Towns.
 - Rs. 315/- per day per trainee in Patna municipal corporation limits or Y Category Cities/Towns
 - Rs. 250/- per day per trainee in other municipal corporations / municipal board limits or Z Category Cities/Towns.
 - Rs. 220/- per day per trainee in all other areas including nagar panchayats
- Note: The above rates shall also be applicable for training programmes, anywhere in the country where women trainees and Persons with Disabilities have to travel more than 80 kms from their homes to reach the nearest training center (or 40 kms in case of Special Areas) and who are availing of boarding and lodging arrangement made for them.

19.21 Stipend:

- No provision for stipend for schemes following BSDM guidelines except for severely disadvantaged groups.
 - Beggars – INR 100 / day
 - Leprosy cured and their dependents – INR 30 / day subject to maximum of INR 800 / month
 - Construction workers registered with BoCW board – As per unskilled construction labourers minimum daily wage rate prescribed by the State Government or the scheme specific guidelines
 - HIV / AIDS patients – INR 30 / day subject to maximum of INR 800 / month

Note:

- A minimum training duration of 6 hours per day will be assumed for calculation of total number of days for which stipend amount will be provided.
- Any candidate who is availing the self-help allowance will not be eligible for the stipend even if he falls under any of the above severely disadvantaged groups.
- The list of applicable categories and the respective rates for the provision of stipend may be revised as and when deemed required by BSDM or as and when directed by the State Government.

19.22 Food and To & Fro charges:

- No provision of food and To & Fro charges in case of non-residential training.

19.23 One-time Transportation cost:

- Applicable where residential training is being conducted
- In case of residential training one-time transportation charges will be provided at actuals (To be paid directly to the candidates through their bank account) subject to a maximum amount of INR 1000.
- For such cases where BSDM allows residential training outside the State, BSDM will reimburse one-time transportation cost as per actual, subject to a maximum of INR 5000/- per trainee

19.24 Career Progression

- For every candidate who gets Rs 15,000 per month and holds the job for at least 3 consecutive months within the 1-year tracking period @INR 5000.
- Note: Applicable for candidates with wage employment. This component will be paid for all the candidates who receive a salary of INR 15000 for at least 3 consecutive months within the 1-year tracking period.

19.25 Counselling support including medical check-up for candidates placed in foreign countries

- @INR 10000
- Note: Applicable for candidates with wage employment. The invoice for this amount will be raised for the candidates who have got overseas deployment and have completed at least 3 months in the job post deployment.

19.26 Placement Incentive

- If the batch wage employment placement rate (calculated basis certified candidates in a batch) is 70 to 85 % placement incentive will be – INR 3000 for each of the certified candidate who is placed in wage employment.
- If the batch wage employment placement rate (calculated basis certified candidates in a batch) is more than 85 % placement incentive will be – INR 5000 for each of the certified candidate who is placed in wage employment.

19.27 Post-Placement support (PPS) for Special Areas/Groups for wage employment

- Special Areas in c

notification.

sts (LWE) as per the Home Ministry

Groups: Would comprise of Women, PwD candidates

- In order to enable the newly skilled persons from Special Areas/Groups (Women) to settle into their new jobs/vocations under wage employment, post placement support would be provided directly to the candidate at the rate of Rs 1500/- per month for the following durations:
 - Placement within District of domicile – 1 month for Men, 2 months for Women
 - Placement outside District of domicile – 2 months for Men, 3 months for Women
- Post Placement Support for Persons with Disabilities will be provided at the rate of Rs 3000/- per month as under: Post Placement support @ Rs. 3000/- per month for Men/Women
 - Placement within District of Domicile – 2 months
 - Placement outside District of domicile but within State of domicile – 3 months
 - Placement outside State of domicile – 6 months

Note: The amount will be payable to the eligible candidate after the placement definition is met.

19.28 Assessment & Certification cost

- For QP/NOS courses – INR 600- 1500 as per the prevalent course / SSC assessment rate
- To be paid by the respective Departments directly to the assessment agency/SSC.

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

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

20. Period of the Agreement:

- One year from the date of signing of contract. This may further be extended for another one year subject to yearly center renewal and agreement renewal. The extension will be based on satisfactory performance and /project requirement and based on the sole discretion of the respective line Department.

21. Performance Review

- The first Performance Review may be scheduled four months from the date of signing of the agreement (or as deemed fit by the department). This review shall be done so as to ascertain the performance of the TP and also to allocate targets for the next Financial Year (In case, the TP does not face de-empanelment due to non- performance)
- Performance of TPs shall be reviewed on the basis of achievement of training and placement targets against the Prospective Work Schedule (PWS) furnished by the TP at the time of signing of agreement with the department.

Section G – General Terms & Conditions

22. Interpretation

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

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

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

23. Governing Law:

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

24. Force Majeure:

24.1 Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) BSDM/Department will decide the eventuality of Force Majeure which will be binding on both the parties.

24.2 No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

24.3 Measures to be Taken

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

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

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

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

25. Change Orders and Agreement Amendments

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

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

25.3 Department may on its sole discretion may allocate additional target, different job roles or districts to a selected bidder during the project execution stage depending upon performance of the selected bidder or the requirement of department or the availability of budget etc.

26. Roles and Responsibilities of the Department

26.1 Monitoring and Evaluation of the TP Performance.

26.2 Disbursal of payment within a period of 15 days on submission of invoice.

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

27. Termination of the Agreement

27.1 **Termination for Default:** Department may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the TP, terminate the Agreement in whole or in part (provided a c

given to the TP to rectify the breach):

nt may be terminated if it is discovered at any stage that the TP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.

- b) If the TP, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement.
- c) If the TP commits breach of any condition of the Agreement.
- d) If department terminates the Agreement in whole or in part, Performance Guarantee shall be forfeited.

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

27.3 Termination for Convenience – Department, by a written notice of at least 30 days sent to the TP, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for department's convenience, the extent to which performance of the selected Applicant under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the selected Applicant may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement if any due to such termination.

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

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

- a) the TP fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing.
 - b) the TP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
 - c) the TP fails to comply with any final decision reached as a result of arbitration proceedings.
 - d) if the TP fails to comply to the decisions of department/BSDM.
 - e) the TP submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the TP knows to be false.
 - f) any document, information, data or statement submitted by the TP in its Proposals, based on which the TP was considered eligible or successful, is found to be false, incorrect or misleading;
- or

of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

- a) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the TP may have subsequently agreed to in writing) following the receipt by the Client of the TP's notice specifying such breach; the TP becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- b) as the result of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c) The Client fails to comply with any final decision reached as a result of arbitration.

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

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

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

27.11 Cessation of Rights, Obligations and Services

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

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

28. Disputes Resolution

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

- a) In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Client and other appointed by the TP and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.
- b) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

Bid Submission Forms and Annexures

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

Proposal shall comprise of following forms:

Tech 1: Covering Letter with Correspondence Details

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

Tech 3: Details of Past and Relevant Experience

Tech 4: Valid Placement Letter of Intent (LOIs) from Employers having Email ID, Phone Number and Website address

Annexure I: CA Certificate for Financial Turnover, Net worth, Number of Trained Candidates and Number of Placed Candidates.

Annexure II: 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

Annexure IV: Preference of districts.

Annexure V: List of Indicative Sectors, Job Roles and Target.

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

Dear Sir,

We, the undersigned, wish to be empaneled as Training Partners to implement Domain Skill Development Programme run under various line departments of Govt. of Bihar through the overall framework of 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. We have industry/employer connect for the placement of the proposed training for which LoI is enclosed in this proposal.
- e. We further declare that, upon selection we will be ready to establish training center in implement skill development training program in any district of Bihar.
- f. In competing for (and, if we are empaneled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- g. Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.

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

Sl. No.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership, Society/Trust, Industry Association/Body etc.)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate Page No. at which enclosed: __
8	Date of Incorporation/ Registration	
9	Power of Attorney in the name of the Authorized signatory	Page No. at which enclosed: __
10	Turnover in the last 3 Years: Net worth as on 31.03.2023:	FY 2020-21: _____ /- FY 2021-22: _____ /- FY 2022-23: _____ /- Net worth as on 31.03.2023: _____ /- Submit a CA Certificate stating the above figures with UDIN (Annexure I) Page No. in which CA Certificate has been enclosed: __ Also submit Audited Financial statements for all the Fys.
11	The AO/s must have provided Skilling / Training to at least 1000 candidates on a consolidated basis during the last three financial years (FY 2020-21 to FY 2022-23).	Submit a CA Certificate stating the above figures with UDIN (Annexure I)
12	The Applicant Organization must have placed at least 500 candidates on a consolidated basis during the last 3 Financial Years (FY 2020-21 to FY 2022-23).	Submit a CA Certificate stating the above figures with UDIN (Annexure I)
13	PAN Number	Page No. at which enclosed: __
14	GSTIN Number	Page No. at which enclosed: __
15	A Notarized Affidavit stating that the firm has not been blacklisted by any Central / State Government / Public Sector	Page No. at which Affidavit has been enclosed: __ (Annexure II)
16	Prior Experience Proof	Page No. at which details are enclosed: __
17	The Applicant Organization must submit Firm agreement/s or tie-ups with an industry partner/s or employers / or HR/Placement agencies for at least 300 candidates related to the course / sector they are applying for.	Page No. at which details are enclosed: __ (Tech 4)
18	One Copy of the whole of the RFP document with each page signed and stamped.	Page No. at which enclosed: __
19	Preference of district against all 38 districts	Page No. at which enclosed: __ Annexure IV)

Tech 3
(Past relevant experience)

<u>SN</u>	<u>Details of Past Experience (work order)</u>	<u>Funding Department (Name the state/central govt or their institution)</u>	<u>Year of work order</u>	<u>Sanctioned Target in the work order</u>	<u>Total Value (amount) of the work order</u>

Tech 4

Valid Placement Letter of Intent (LOIs) from Employers having Email ID, Phone Number and Website address

Annexure I

CA Certificate

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

Turnover Details

Sl. No.	Financial Year	Turnover (Rs. In Lakhs)
		Total
1	2020-21	
2	2021-22	
3	2022-23	
Average Annual Turnover of above 03 FYs		

Net worth as on 31.03.2023 (in Rs. Lakhs):

We also certify that we have gone through the records of training and placement made available by the organization including various govt. portals on which these records are available and certify as below:

SN	Financial Year	Training Figure	Placement Figure
1	2020-21		
2	2021-22		
3	2022-23		
Total			

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

Annexure-II

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

AFFIDAVIT

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

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

Annexure-III

(Power of Attorney in favour of Authorized Representative)

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

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

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

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

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

For

{ Signature, name, designation and address }

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

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

Annexure-IV

Preference of districts

Sl No	District	Preference (Place any number between 01 to 38 against each district)
1	Araria	
2	Arwal	
3	Aurangabad	
4	Banka	
5	Begusarai	
6	Bhagalpur	
7	Bhojpur	
8	Buxar	
9	Darbhanga	
10	East Champaran	
11	Gaya	
12	Gopalganj	
13	Jamui	
14	Jehanabad	
15	Kaimur	
16	Katihar	
17	Khagaria	
18	Kishanganj	
19	Lakhisarai	
20	Madhepura	
21	Madhubani	
22	Munger	
23	Muzaffarpur	
24	Nalanda	
25	Nawada	
26	Patna	
27	Purnia	
28	Rohtas	
29	Samatipur	
30	Saran	
31	Seohar	
32	Saharsa	
33	Sheikhpura	
34	Sitamarhi	
35	Siwan	
36	Supaul	
37	Vaishali	
38	West Champaran	

Annexure-V

List of Indicative Sectors, Job Roles and Target for the Tourism Department, GoB

S. No.	Sector	QP/Job Role Name	Target
1	Tourism	Food & Beverage Service - Associate	1000
2	Tourism	Guest Service Associate (Front Office)	
3	Tourism	Housekeeping Trainee	
4	Tourism	Commis Chef	
5	Tourism	Travel Advisor	
6	Tourism	Food Delivery Associate	
7	Tourism	Street Food Vendor – Standalone	
8	Tourism	Transport Coordinator	
9	Tourism	Tour Guide	

Note: The above target may get revised at the discretion of Tourism Department.