

REQUEST FOR PROPOSAL

FOR

**Selection of Agency for Establishing, Operating and Maintenance of Migration Counselling
Cum Registration Center/s (MCRCs) for Bihar Skill Development Mission (BSDM)**



RFP No: BSDM/SANKALP/MCRC-157/2023-01

Date: 24.11.2023

**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.skillmissionbihar.org**

Table of Contents

Notice Inviting Request for Proposal.....	3
Disclaimer.....	8
List of Definitions and Abbreviations	9
1. Conflict of Interest and Corrupt and Fraudulent Practices:	10
2. Corrupt and Fraudulent Practices:.....	10
3. Eligibility.....	10
4. Brief background of BSDM:.....	10
5. Scope of establishing Migration Counselling –cum-Registration Centre (MCRC).....	11
6. Key Tasks & Responsibilities of Agency.....	13
7. Scope of Work will be as below but not limited to -.....	13
8. Name of Cities where MCRC is to be set-up	17
9. Proposed Structure of MCRC- Manpower and Staffing.....	18
Important Terms and Provisions.....	20
A.Preparation of Proposals.....	20
B. Submission, Opening and Evaluation	22
C. Negotiation and Award:	23
D.Performance Guarantee	23
E. Project Deliverables and Payment Terms.....	24
Evaluation of Bids:	34
Preliminary Eligibility Criteria: (To be supported by documentary evidences which should be properly scanned and uploaded):	34
Technical Evaluation (Technical Score- ST):-.....	35
Financial Bid Evaluation:.....	36
Bid Submission Forms and Annexures	37
Form -1 (should be scanned and uploaded)	38
Technical Proposal – Standard Forms (should be scanned and uploaded).....	39
FORM TECH-1	39
FORM TECH-2	40
Application Details:.....	43
Annexure-I	44
Annexure-II.....	45
Annexure-III	46
Annexure IV	47
Annexure-V	48

Bihar Skill Development Mission (BSDM)

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Notice Inviting Request for Proposal

RFP No: BSDM/SANKALP/MCRC-157/2023-01

Date- 24.11.2023

Principal Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Two Bid System) from reputed and experienced Agencies **for Establishing, Operating and Maintenance of 20 Migration Counselling Cum Registration Center/s (MCRCs) of which 10 MCRCs will be opened within Bihar and 10 MCRCs will be opened outside Bihar at various specified locations (industrial hubs) for Bihar Skill Development Mission (BSDM).**

With a view to provide crucial services to strengthen the support services to the migrants from Bihar under the BSDM's programs, it is proposed to empanel services of reputed, professional and competent organizations for Establishing (including space, infrastructure & office set-up), Operating and Maintenance of Migration Counselling Cum Registration Center/s.

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

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable Document Fee of Rs.5,000/-** (Five Thousand only) and Tender Processing Fee of Rs. **590.00** or as applicable (Five hundred ninety only) **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. **2,00,000/-** (Two Lac) **through e-payment mode only** (i.e. NEFT/RTGS/Credit or Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

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

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

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

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the "e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be available to download from the above websites from **24.11.2023**. The **Pre-bid meeting** will be held on **15:00 Hrs. of 05.12.2023 (through physical & virtual mode)**. The last date for uploading of proposal/bid will be **26.12.2023 up to 15:00 Hrs.** Technical Bid will be opened on or after **26.12.2023 post 15:00 Hrs.** The **Evaluation of Bids will be under QCBS system.** Please refer RFP document for complete details.

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

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

Bihar Skill Development Mission (BSDM)

Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004
Email: biharskilldevelopmentmission@gmail.com
Website: www.skillmissionbihar.org

Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 24.11.2023 (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending Pre-Bid queries by e-mail	02.12.2023 up to 17.00 Hrs. on biharskilldevelopmentmission@gmail.com
3.	Date, Time and Place of Pre-Bid Meeting	Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 15:00 Hrs. of 05.12.2023. A Virtual Link will be given on the E-mail address provided by interested bidders in the pre-bid format. The prebid meeting will be held through physical & virtual modes.
4.	Publishing of Pre-Bid queries response	Latest by 08.12.2023 on best effort basis at e-proc Website / BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	26.12.2023 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 26.12.2023 post 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
8.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
9.	Method of Selection	As per RFP
10.	Bidding in Consortium/Joint Venture	Not permitted
11.	Bid Proposal Validity	120 days from the last date of bid submission.
12.	Agreement Period	12 months from the date of signing of contract; extendable further based on satisfactory performance/project requirement and based on the sole discretion of BSDM.
13.	Contact person/Nodal Officer for queries	Mission Director contact no: 9431881162 / 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 bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
 - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 120 days from the last date of bid submission.
- **Pre-Bid Meeting:** BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment, may not be entertained.

BSDM will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP. BSDM may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of BSDM regarding acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called

upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (www.skillmissionbihar.org) and no bidders/participant would be intimated individually about the responses of BSDM.

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

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

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

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

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

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

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 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 bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

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

e-Tendering Process Related Instructions

Submission of Proposals Through electronic mode only:

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

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

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

Disclaimer

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

List of Definitions and Abbreviations

Definitions

- i. "BSDM" means Bihar Skill Development Mission
- ii. "Client" means the implementing agency of MCRC i.e. the Bihar Skill Development Mission, a Society formed under Department of Labour Resources, Government of Bihar that signs the Contract for the Services with the selected Agency.
- iii. "Agency/Bidder/Program Management Unit (PMU)" means the organization which is bidding for Establishing, Operating and Maintenance of MCRCs under this RFP. The word Agency and PMU wherever written should be read interchangeably.
- iv. "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed thereon.
- v. "Day" means a calendar day.
- vi. "Key Expert (s)" means personnel to be deployed at respective MCRC and whose CV will be shared and approved by BSDM before deployment for the respective MCRC. These personnel will be needed to be on the payroll of the Bidder.
- vii. "Registration" means a unique ID of a person whose name, address etc. are registered on BSDM portal.
- viii. "Placement" means a candidate obtaining a letter of traineeship/apprenticeship or employment within stipulated days (as per BSDM norms) of his completing a specific course and thereafter having a minimum prescribed proof of salary or compensation
- ix. "LOI" means the Letter of Invitation sent by the Client to the selected Agency.
- x. "LOA" means the Letter sent by client to the selected Agency after the legal agreement. LOI and LOA may be used interchangeably.
- xi. "Proposal/Bid" means the Technical Proposal and the Financial Proposal of the Agency in response to the RFP.
- xii. "Proposal due date" means the date of opening of the Technical bid.
- xiii. "RFP" means the Request for Proposals prepared by the Client for the selection of Agencys for Establishing, Operating and Maintenance of MCRCs.
- xiv. "Services" means the work to be performed by the Agency pursuant to the Contract.
- xv. "TOR" (in RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

Abbreviation	Particular
BSDM	Bihar Skill Development Mission
MCRC	Migration Counselling cum Registration Centre
EMD	Earnest Money Deposit
FTP	Full Technical Proposal
LOA	Letter of Award
LOI	letter of Intent
MSDE	Ministry of Skill Development and Entrepreneurship
NSDC	National Skill Development Corporation
PMC	Agency
RFP	Request for Proposal
SSC	Sector Skill Council

1. Conflict of Interest and Corrupt and Fraudulent Practices:

- A. The selected Agency shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the BSDM under the contract. It should be the requirement of the consultancy contract that the Agency should provide professional, objective and impartial advice and at all times hold the BSDM interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to the BSDM, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.
- B. The Agency has an obligation to disclose to BSDM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

2. Corrupt and Fraudulent Practices:

BSDM will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

For the purposes of this provision, the terms are set forth as follows:

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive Practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to BSDM in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3. Eligibility

It will be the Agency's responsibility to ensure that it meets the eligibility requirement as mentioned in this document.

4. Brief background of BSDM:

In Bihar a comprehensive and long-term strategy for skill development is being developed by the Government of Bihar. Accordingly, the Bihar Skill Development Mission (BSDM) has been constituted under the chairmanship of the Honorable Chief Minister with the vision to increase the capacity & capability of the system to deliver quality skill training and professional knowledge to the youth to enhance their employability and bridge the skill deficit with a view to meet the growing demand for skilled manpower.

Objectives of the Mission:

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

5. Scope of establishing Migration Counselling –cum-Registration Centre (MCRC)

• Background

Movement of persons from one State to another is voluminous in India due to various factors like lack of employment opportunities in native place, search for better employment opportunities, search for good health and educational facilities or marriage in case of females. The Inter-state Labour mobility averaged 5-6.5 million people between 2001 and 2011, yielding an inter-state migrant population of about 60 million and an inter-district migration as high as 80 million. The Economic Survey of India 2017 estimates that the magnitude of inter-state migration in India was close to 9 million annually between 2011 and 2016, while Census 2011 pegs the total number of internal migrants in the country (accounting for inter- and intra-state movement) at a staggering 139 million. Bihar, along with Uttar Pradesh, is one of the biggest source states.

Within the country, Bihar has a history of large population migrating to other parts of the country/world due to inadequate industries and economic opportunities, high unemployment, frequent floods & draught across the state, possibility of enhancing income etc. Bihar being an agrarian state is worst affected by climatic Disaster like heavy flood in some region of north Bihar and draught in south Bihar. These climatic disasters result in lack of agricultural jobs and low industrial growth with large youth base resulting in distress migration in search of job opportunities.

As per NSSO 64th round data, main reason of male out-migration from Bihar is economic or employment related. Around 30.7 per cent of the total out migrants moved to search an employment, as they were not in employment at the place of origin whereas around 23.8 per cent of entire male out-migrants left their place of origin to get a better employment than their previous employment. Moreover, 34.3 per cent of male out-migrants moved when they got an offer of employment or better employment at place of destination. Also, as per NSSO data, female out-migration is heavily depending upon either the migration of parent or earning member of the family (61.1 per cent) or marriage (29.1 per cent).

• The Objective

Bihar Skill Development Mission in its pursuit of creating an efficient Skills ecosystem has observed that a perennial challenge being faced is the really low percentage of placement opportunities acceptance and eventual retention in the job in spite of placements being the eventual objective of all domain/core skilling endeavors. On account of the limited availability of employment opportunities in the State of Bihar, a lot of the placement opportunities coming up are outside the state and require the skilled candidates to migrate to various outside state location. As observed a major hindrance in accepting such opportunities or continuing in such opportunities for a substantial period of time is the unwillingness of the candidates to migrate on account of various uncertainty factors such as:

- A. Social security
- B. Social acceptance
- C. Livelihood generation
- D. Lack of knowledge of the destinations geographical and demographic fabric
- E. The uncertainty around the possibility of moving families
- F. The fear of exploitation etc.

Thus, a paradoxical situation has arose where the industry complains about there not being enough skilled workforce in-spite of job opportunities being abundant whereas on the supply side there is a rampant rise in post skilling unemployment.

Bihar Skill Development Mission (BSDM), Department of Labour Resources, Government of Bihar in order to mitigate such concerns, bolster and facilitate the candidates to make an informed and supported migration, proposes to set-up Migration Counselling cum Registration Centre (MCRCs) to provide migrants from the state of Bihar to other states and districts, counselling services, identity documentation services, accommodation assistance, better job opportunities, post placement support, healthcare services, social/welfare entitlements, banking services, remittance etc. and function for addressing all such sensitive issues of state migrants on time.

The objective of setting up the MCRCs are as follows:

1. To guide migrants about accommodation and other logistical issues being faced by job aspirants moving from Bihar to other states
2. To inform migrants about Labour laws, social security and entitlement related issues being faced by job aspirants with their respective employers after migrating to destination locations
3. To facilitate migrants in emergency situation and providing remedial support in situations like accidents, casualties etc. at work place through liaison with the local administration of the destination place as well as the Govt. of Bihar.

Though the MCRCs have primarily been envisaged to facilitate the skilled manpower migration but its scope will not be limited to the skilled manpower migration only and will encompass facilitation / support to migrants from all categories of migrants (from Bihar) working age people such as Blue Collared, Grey Collared or even White collared.

• **Key Challenges faced by migrants**

1. The migrants face a large number of challenges at destination due to unknown region and opportunistic indifference treatment at work place and also denial of critical welfare entitlements.
2. Migrant face lot of issues in establishing their identity in the new cities due to lack of verifiable documents/proof. The lack of verifiable proof of identity bars them from accessing basic facilities such as rental accommodation, health services etc. This in many cases leads to harassment at the hands of authorities.

Being new to the cities, migrants suffer from lack of information and struggle to navigate their course in the city. The extended support during the initial period help migrants in settlement in the new environment.

3. Migration destinations are characterized with denial or limited basic services such as shelter, sanitation and access to water. Unsafe working conditions and unhygienic living conditions takes a toll on their health causing occupational health issues.
4. Throughout India internal migration is characterized by poor recruitment practice. Since contractor is involved in most of the recruitment process, migrant worker gets less wages/salary. Also, due to sharing of half/inadequate information by contractors (or sub-contractors) and poor documentation makes it difficult to fix accountability at work place.
5. Job aspirants placed through recruitment drives/job fairs/placement activities in different skilling

intervention do not continue for longer period of time with employers outside Bihar due to cultural shock and initial teething problems during settlements and thus overall conversion ratio from skilled candidates to employed candidates drastically reduces.

6. Migrants limited or lack of access to urban or local Labour markets in the destination city restricts their ability to find suitable jobs in case of loss of job or need for growth in career and income. Moreover, the informal economy thrives on the inability of migrant workers to demand decent work conditions or find other jobs.
7. Personal and professional growth of migrants over a period of time is negatively affected due to their inability to identify or obtain skill up-gradation and thus becomes redundant in the market place. This leads to stagnation in career progression and in many cases further leads to return to native place.
8. Their access to banking and financial services is compromised as they are unable to produce the required proof of identity and residence at a new location.
9. Migrants lose access to basic welfare entitlements such as subsidized food (PDS), health benefits etc. with a change in location. In families moving as a unit, children suffer most as their access to education and basic healthcare is severely affected.
10. The educational standards of most of the migrants are low and earn subsistence wages. As a result they are prone to payment frauds and abuse.
11. They are engaged in risky, hazardous occupations but rarely have access to welfare benefits such as insurance or pension.
12. Several migrants enter the Labour market at an early age (due distress migration) with limited education and Skills. Hard manual Labour for 12-14 hours a day coupled with lack of access to welfare entitlements such as health benefits, subsidized foods etc.
13. Families of migrants which are left-behind faces lot of issues and has to struggle in terms of increased workload and lack of knowledge about government schemes to list a few.
14. The migrant face extreme hardship during transit between the source & destination. There are countless instances of Bihari migrants facing harassment & exploitation at railway stations, where they queue up for space in the general compartments, travel at the mercy of railway officials/police and are robbed of their hard earning while returning home specially during festivals.

- **Role of Migration Counselling cum Registration Centre (MCRCs)**

Migration Counselling cum Registration Centre (MCRC) is envisaged as a walk-in resource centre for migrants from Bihar to guide/inform/facilitate/address the challenges being faced by intra and inter-state migrants of Bihar by rendering crucial support services. This would also assist the candidates trained under Bihar Skill Development Mission (BSDM) and looking for jobs in various cities & districts in India and also up-Skilling of migrant (from unskilled migrants to skilled migrants) in tune with requirements of the destination economies so that they (migrants) are better equipped with market-relevant skill with improved opportunities and decent employment at relatively higher wage/remuneration.

6. Key Tasks & Responsibilities of Agency

- Office Establishment (Space and Set-up), Operation, Maintenance and other activities of MCRC within and outside Bihar.

7. Scope of Work will be as below but not limited to -

7.1 Scope of the Assignment

The primary objective of this RFP is the empanelment of an agency for the set-up/establishment, operation and maintenance of **10 MCRCs in major cities (industrial hub) outside Bihar and 10 MCRCs at identified districts of Bihar** as per the norms and guidelines of BSDM till the end of the contract period. The services to be provided but not limited to by the MCRCs are divided into “Core Services” and “Value Added Services”. The indicative set of services are based on the key challenges faced by migrant workers and the experience of trained alumnus in various skill development programs under BSDM.

7.2 The Indicative list of services to be provided by MCRCs (but not limited to)-

- **Core Services:**

- Registration Services-** registration of people already migrated (at destination cities) or planning to migrate (at source). To provide information on all aspects of services at MCRC and provide Help-Line numbers (to migrant and their family members at source). The maintenance of MIS in sync with BSDM portal and ensure that information is shared with all relevant stakeholders of MCRC. Also, MCRC service provider shall maintain case file document of migrants attached to the centre. The registration details and data of the migrant workers, collected and maintained by the agency through its appointed personnel, will be sole and exclusive property of BSDM. The ownership of any data related to the various services under the purview of this project lies with BSDM only and cannot be used/claimed by the bidder or their personnel in any manner whatsoever. The selected bidder needs to ensure that complete data is available to BSDM in any format that may be required, throughout the project duration.
- Pre-migration preparatory support-** Dedicated / focused mobilization and counselling drives to be anchored by source MCRCs for youth on various skill development programmes, related job roles and opportunities post completion of these programmes for the job opportunities at the destination location and career progression etc.
- Access to Placement Services-** MCRC service provider to identify placement opportunities for BSDM trainees & migrants of Bihar and build linkages with local industries, small and medium enterprises, local market etc.
- Post placement counselling & support Services-** objective is to create a supporting environment for the migrant by providing information and services helping them settle in a new geographical location. Also provide information on appropriate link-up services for identity establishment, convenient housing, social & welfare entitlements, financial services, legal services, healthcare and other utility services etc.
- Follow-up intervention** MCRC service provider shall do follow-up intervention on the counselling done to ensure migrant's concern/issues are resolved.
- Skill up-gradation-** provide information and enablement for up-skilling and education opportunities.
- Organizing Workshop and Awareness Events-** Source MCRC service provider shall organize counselling drives, cultural sensitivity workshops, behavioral training, preventive health workshops and awareness events on first Aid methods, Cleanliness and hygiene, family planning and birth control, prevention of HIV/AIDS etc. Also, to facilitate access to ESIC and enrolment in Government based health insurance services.
- Identity solution service-** MCRCs will also facilitate access to photo ID by employers, linkages to government IDs like Aadhar updation, ESIC, Government based health insurance enrollment and further card issuance.

- i) **Legal literacy service-** The Government has enacted The Equal Remuneration Act, 1976 which provides for payment of equal remuneration to all workers for the same work or work of similar nature without any discrimination. The Act is enforced by the Central and State Government, Further under the provisions of The Minimum Wages Act, 1948, the wages fixed by the appropriate Government are applicable to all types of workers including migrant workers. These acts have now been subsumed in the Code on Wages, 2019. In order to safeguard the interest of the migrant workers, the Central Government had enacted the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. This Act has now been subsumed in the Occupational Safety, Health and Working Conditions (OSH) Code, 2020. The OSH Code provides for decent working conditions, minimum wages, grievances redressal mechanisms, toll free helpline, protection from abuse and exploitation, and social security to all category of organized and unorganized workers. Objective of the MCRCs is not only to disseminate information of the above mentioned government policies and laws, but also more importantly to ensure that the migrants understand the need for such a service for the economic wellbeing of their household.
 - j) **Financial literacy and social services-** Objective of the MCRCs is not only to disseminate information of the services, but more importantly to ensure that the migrants understand the need for such a service for the economic wellbeing of their household. Such service shall cover a wide range of topics including Facilitating in enrolment into various insurance programs and services provided by the Government. The MCRC should ensure that the migrant workers should understand the following
 - Basics of salary components i.e., Basic, HRA, DA, EPF, etc. (applicable for alumni, salaried in organized sector jobs) Goal setting, financial planning and income-expenses budgeting.
 - Basic banking, how to deposit and withdrawal slips. passbook, cheque books, use of ATM's, identifying fake notes etc.
 - Managing cash flows i.e., managing cash coming in and going out to ensure that one is always aware of money to pay for expenses when they are due.
 - Product knowledge i.e., functions. terms and conditions of various financial product such as credit insurance pension etc.
 - Information on investment opportunities with their associated risks.
- **Value added services:**
 - a) Dedicated / focused mobilization and counselling drives through the saturation approach will be anchored through source MCRC as per the requirement of BSDM.
 - b) MCRC service provider to coordinate with concerned Government Department, public/private companies etc. and support migrants in case of exigencies and work disputes.
 - c) MCRC to provide inter-department or inter-institution liaison support as needed.
 - d) MCRC service provider to collect and share information on migration trends and skill set required in tune with the destination economies/market.
 - e) MCRC details like address, contact person name etc. must be displayed at prominent locations like railway station, bus stand in cities of MCRC location and other locations deemed suitable to the bidder or as directed/advised by BSDM.
 - f) MCRC service provider shall undertake qualitative research amongst candidates and employers as follow-up to Post- Placement tracking.
 - g) MCRC service provider to organize Community building/recreational/solidarity activities like Sporting events, celebrating festivals etc. at least 4 such events in a year.

7.3 Physical Infrastructure

- ❖ The MCRC should be conveniently located where it is easy for migrants to reach preferably close to public spot like Railway station/ main inter-city bus stand etc., which act as the main disembarkation point for trains/buses plying from Bihar.
 - ❖ For Grade A City, the proposed MCRC should be established within 30 KMs of the Main Railway Station of the City. Similarly, For Grade B City the proposed MCRC should be established within 10 KMs of the Main Railway Station of the City.
 - ❖ Office Establishment, Operation and Maintenance, Housekeeping, Electricity etc. of MCRC set up in and outside Bihar will be the responsibility of respective bidders and the bidder should accordingly quote their financial bids.
- The major elements of the infrastructure (suggestive) are as follows-
- ❖ The overall space for the source MCRC shall be minimum 1500 sq. ft., which can be partitioned into office area for BSDM official of 200 sqft, waiting and reception area of 150 sqft, office space of 150 sqft, common space of 300 sqft that can be used as a Conference Hall or Multipurpose Hall when facilitating interactions with employers or other stakeholders, counselling / meeting room of 300 sqft with adequate seating capacity of at least 30 people and other area of at least 400 sqft should be properly equipped with IT infrastructure, washrooms, power backup, pantry with safe drinking water facility, CCTV with adequate recording facility and display monitor setup with all required furniture and fixtures.
 - ❖ The overall space for the destination MCRC shall be minimum 3300 sq. ft., which can be partitioned into office area for BSDM official of 200 sqft, waiting and reception area of 150 sqft, office space of 150 sqft, common space of 300 sqft that can be used as a Conference Hall or Multipurpose Hall when facilitating interactions with employers or other stakeholders, counselling / meeting room of 300 sqft with adequate seating capacity of at least 30 people, temporary residential facility of 1800 sqft (Mandatory for destination MCRCs to accommodate upto 100 migrant youth isolated for male and female in initial 15-30 days and to build a community support network), and other area of at least 400 sqft should be properly equipped with IT infrastructure, washrooms, power backup, pantry with safe drinking water facility, CCTV with adequate recording facility and display monitor setup with all required furniture and fixtures.
 - ❖ IT Infrastructure- should have 2 computers with licensed software, a printer with scanner and copier, lamination machine, UPS, Bio-metric device for personnel attendance and broadband internet connection.
 - ❖ Landline Telephone connection (in case of any disruption in service alternate arrangements must be made immediately)
 - ❖ Two Clean washroom (each separate for men and women)
 - ❖ Adequate power back-up facility.
 - ❖ Safe drinking water.
 - ❖ Pantry.
 - ❖ Dustbin with disposable bags in every room.
 - ❖ 24X7 Security Guard.
 - ❖ CCTV Camera with recording facility.
 - ❖ Visible IEC on HIV/AIDS and STD and Helpline numbers.
 - ❖ The Centre and rooms should be disabled friendly to the extent feasible.

The MCRC could also plan to progressively enhance and upscale the infrastructure and facilities as per the requirement of assignment.

8. Name of Cities where MCRC is to be set-up

Sl. No.	Name of city (Outside Bihar)	Sl. No.	Name of District (Within Bihar)
1	Mumbai	11	Patna
2	Delhi NCR	12	Purnea
3	Guwahati	13	Bhagalpur
4	Bangalore	14	West Champaran
5	Hyderabad	15	Saran
6	Kolkata	16	Darbhanga
7	Surat	17	Muzaffarpur
8	Coimbatore	18	Nalanda
9	Ludhiana	19	Saharsa
10	Chennai	20	Gaya

Note:

- Bidder may choose to apply for one or more of above MCRC/s, though the financial bids will have to submitted separately for each MCRC/s applied for. Financial Bids will be evaluated MCRCs wise. Conditional or combined financial bids will be out-right rejected. (Bidder should take care while submitting financial bid and should fill and submit financial bid/s of only those MCRC/s which the bidder is applying for)
- Bidders will be responsible for Establishing (including space, infrastructure & office set-up), Operating and Maintenance of Migration Counselling Cum Registration Center/s. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by BSDM. The bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the bidder to fully meet all the requirements of the RFP.
- Financial Bids will have to be submitted separately for each MCRC/s applied for. Also post opening of Financial Bids, BSDM may reject all financial bids received for a particular MCRC, if the quoted prices are too high and not acceptable to the BSDM because of Budget or other constraints. The decision of CEO, BSDM will be final and conclusive in this regard.

If during the course of execution of the project, any revisions or additions to the work are to be made to meet the goals of BSDM or this RFP, all such changes shall be carried out within the contract price only. However, in case of substantial increase in scope of work, The CEO BSDM may decide to compensate the selected bidder and will decide the basis and amount.

9. Proposed Structure of MCRC- Manpower and Staffing

Each of the MCRC will be manned by a team of 4 resource persons (One Program Manager, One Mobilizer, One counsellor and One MIS-cum-Office Executive) and 2 supporting staffs (one office boy and one security guard round the clock in rotational shift) looking after various functions of the centre.

The conduct of Agency will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed at/for Bihar Skill Development Mission.

Office hours of the MCRCs will be 9:00 am to 6:00 pm 7 days a week. At least one resource should be available 24x7 in all MCRCs in order to make the MCRC's services open and available to the target audience at all time. The Resources has to follow the working days, and Holidays of the respective state Government. However, resource shall be available on a holiday if so, is required by BSDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

The program manager would be in-charge of the coordination of all activities as well as reporting of work to the BSDM official in charge.

For the overall strategic guidance to the project the MCRC team would require inputs and guidance from the senior management of the implementing organization.

The following table presents designation wise education, experience and key roles & responsibilities of the resource personnel to be deployed at MCRCs—

Number /Designation	Qualification & Skills	Role & Responsibility
(1)Program Manager	Educational Qualification-- Post graduate in Management/MSW/MBA /PGD from reputed academic institution with minimum 6 years of experience in handling similar assignments. Skills/Aptitude— Team management, Planning, Liaisoning skills, proficient in English, Hindi & local language of the state (of MCRC location), Documentation & reporting	1. Management, Coordination and operationalization of the center's activities. 2. Liaison with state authorities/stakeholders in the Government, local authority, employers, banks, hospitals, etc. 3. Preparation of monthly activity calendar. 4. Organizing Workshops, capacity and community building activities for beneficiaries and also for team. 5. Engage with external resources and vendors for delivery of planned activities/key services. 6. Organizing monthly team meetings and monitoring of implementation. 7. Periodic (monthly, quarterly, annually) reporting of MCRC activities to BSDM. 8. Implementation of deliverable aligned activities with desired outcome as per the expectation of client. 9. Looking after the periodic overall maintenance of the MCRC for better delivery of services to the target audience.
(1) Counsellor	Educational Qualification— Post-Graduate in Psychology/ social work/ sociology with minimum 3 years of relevant experience.	1. Outreach, establishing contacts and rapport building with migrant workers and their families. 2. Organizing labour meetings and

	Skills/Aptitude— Proficient in English, Hindi & local language of the state (of MCRC location), able to work in team.	workshops. 3. Awareness building on issues of migration and services at the community level. 4. Undertaking registration and issue of ID cards, providing legal assistance, legal literacy meetings, financial literacy meetings, post-training follow-ups of trainees, linkages with social security and all other Centre's services. 5. Interaction with important stakeholders – bank officials, contractors, employers, hospital officials, government officials etc.
(1) Mobilizer	Educational Qualification— Graduate in any stream with minimum 3 years of relevant experience. Skills/Aptitude— Proficient in English, Hindi & local language of the state (of MCRC location), able to work in team and should know two-wheeler driving.	1. Survey and data collection related to profiling of workers and documentation of Centre's effectiveness and impact of services. 2. Community mobilization & rapport building. 3. Administrative and logistical support to MCRC program team. 4. Facilitate to collect Salary Slip and Bank statement. Process Documentation of activities undertaken.
(1) MIS-cum-Office Executive	Educational Qualification-- Graduate with minimum 2 years of relevant experience. Candidate with KYP certification/any other IT sector job role certification under BSDM short term skilling courses/any other computer application related certificate (minimum 6 months course) will be given preference & additional marks in technical evaluation. Skills/Aptitude— Conversant in MS office, documentation, reporting, Office administration, proficient in English, Hindi& local language of the state (of MCRC location), minimum typing speed (in English & Hindi) of 30 words per minute.	1. Management of MIS in sync with BSDM portal (including migrant registration databank) and sharing with senior management. 2. Management of all service related documentation at the centre level. 3. Tracking MCRC linked industry wise placed candidates for Post Placement Support. 4. Management of Programme MIS and its sharing with senior management. 5. Reception of workers walking into the centre and maintaining required records Book-keeping of all transactions and settlement of accounts at the centre level Ensuring necessary documentation and reporting. 6. Assistance in undertaking activities related to Centre's administration Prepare employer wise data of placed candidates. 7. Job retention & career progression mapping. 8. Qualitative /Quantitative data on retention and drop out from employer workplace. 9. Maintain MIS and regular updated reporting to BSDM.

Important Terms and Provisions

A. Preparation of Proposals

1. General Considerations

1.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

1.2 Sub-Contracting: - Agency shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization.

2. Cost of Preparation of Proposal

The Agency shall bear all costs associated with the preparation and submission of its Proposal, and BSDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. BSDM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.

3. Language

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

4. Documents comprising the proposal

The Proposal shall comprise all the Tech Forms and supporting and has to be properly scanned and uploaded on e-proc portal.

5. Only One Proposal

The Agency shall submit only one Proposal for each MCRC location for which it is intend to bid.

6. Proposal Validity

6.1. The Agency's Proposal must remain valid for at least 120 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the BSDM as non- responsive bid.

6.2. In exceptional circumstances, prior to the expiration of the bid validity period, the BSDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

6.3. Extension of Validity Period: - BSDM will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, BSDM may request, in writing, all Agency who submitted Proposals prior to the submission deadline to extend the Proposal's validity.

The project duration will be for a period of 12 months. However, the project duration/ contract period may further be extended upon mutual agreement of both parties subject to the same terms and conditions and on the basis of the rate card as in Financial Bid with a 3% yearly escalation clause.

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

7. Clarification and Amendment of "RFP"

7.1. The Agency may request a clarification on any part of the RFP before or during the pre-bid meeting only, post which the clarifications will not be entertained. Should the Client deem it

necessary to amend the RFP as a result of a clarification sought or on its own, it shall do so following the procedure described below:

- 7.2. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment and post the same on the website. The Agencies in their own interest are requested to visit the website regularly during the tender currency period.
- 7.3. If the amendment/s is substantial, the Client may extend the proposal submission deadline to give the Agencies reasonable time to take the amendment/s into account in their Proposals.
- 7.4. Clarification on submitted bids may be asked by BSDM: To assist in the examination, evaluation and comparison of Bids, BSDM at its discretion, may ask the Bidder for clarification(s) regarding its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted during the process of seeking clarifications.

8. Preparation of Proposals – Specific Considerations: - The Agency shall prepare its proposal as per the provisions of RFP.

9. Technical Proposal Format and Content

- 9.1 **Technical Proposal shall not include any financial bid information.** Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid Documents should be properly scanned, arranged, and uploaded on portal.
- 9.2 The Agency is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.

NO Hard Copy of any Documents:

The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.

- ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
- ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.

The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

Conditional Bids shall be outrightly rejected.

10. Financial Proposal: - The Financial Proposal shall be prepared using the online financial bid format only. The details and conditions of Financial Bid is provided in Form Fin-1 of the RFP.

No Hard copy submission. Submission through e-proc portal only.

Format of financial bid as shown in this RFP is for reference only and not to be filled or scanned.

Bidders will have to fill online financial bid format only.

10.1 Price Adjustment /Escalation: - A yearly price escalation of 03% will be allowed on the quoted rates for

each of the item mentioned under financial bid.

- 10.2 Taxes:** - The Financial Proposal shall be inclusive of all taxes, levies and statutory liabilities except GST. GST at applicable rates will be paid extra by the client. Tax deductions at source wherever applicable will be deducted by the Client. If there would be any increase or decrease in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder except GST. If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, BSDM shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.

B. Submission, Opening and Evaluation

11. Submission of Proposal

No Hard Copy submission. Submission through e-proc Portal Only.

12. Confidentiality

- 12.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agencies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 12.2 Any attempt by shortlisted agencies or anyone on behalf of the agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 12.3 Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if an Agency wishes to contact client on any matter related to the selection process, it should do so only in writing.

13. Opening of Proposals: - Through e-proc as per schedule.

- 14. Proposal Evaluation:** - The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the valuation on the basis of the uploaded Technical and Financial Proposals. However, BSDM may seek clarification on the information.

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

- 15. Evaluation of Technical Proposals:** - The Client's evaluation committee shall evaluate to validate the adherence to the Eligibility Criteria given in **Evaluation of Bids section**. Bids which are found to be meeting or exceeding the Essential Qualification criteria shall be considered as responsive and eligible for Technical Evaluation. The Client's Evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Evaluation of Bids section**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Evaluation of Bids section**

16. Opening of Financial Proposals: - Post Completion of Technical Evaluation, through e-proc portal.

- 17. Correction of Errors:** - Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no

corrections are made to the proposal. BSDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

- 18. Combined Quality and Cost Evaluation:** - In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Evaluation of Bids section**. The Agency achieving the highest combined technical and financial score may be invited for negotiations and award.

C. Negotiation and Award:

- 19.** As per the peculiarity of the assignment, the negotiations may be held at the date and address indicated in the Evaluation of Bids section with the Agency's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.
The Client shall prepare minutes of negotiations that are signed by the Client and the Agency's authorized representative.
The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Agency's authorized representative.

If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.

- 20. Award of Contract:** - After issuance of LOI by BSDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with BSDM within 30 days. BSDM shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted agencies. Failure to comply required eligibility in stipulated period, BSDM will be at liberty to invite next qualified bidder for the award of the project.

D. Performance Guarantee

21. Performance Guarantee (PG)

- 21.1** Within 30 days from the date of the Letter of Invitation (LOI) from BSDM, the successful Agency company/firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its total value of the contract, by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment.

- 21.2** The PG submitted will be for 12 months. However, in case of an extension of the project, the above performance guarantee will have to be renewed for the extended period of the project.

- 21.3 Refund of PG:** The PG shall be refunded after six months from the date of successful completion of the assignment.

- 21.4 Forfeiture of PG:** PG shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.
- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

- 21.5 Format of Performance Guarantee (PG) and Agreement:** These will be shared at the time of issuance of LOI.

E. Project Deliverables and Payment Terms

22. Commencement of Services:

The date for the commencement of services is within 30 calendar days of contract signing and shall complete the deployment of the entire work force within 60 days of the contract signing.

23. Key Deliverables and expected Output of destination and source MCRCs

Key Deliverables and expected output / outcomes of destination MCRCs: -

The Agency shall complete the MCRC wise deployment of the entire work force within 60 days of the contract signing. The Program Manager of the MCRCs shall take a holistic view of all the tasks to be performed as mentioned in Key tasks & responsibilities and Scope of work. The Program Manager in consultation with the BSDM shall assign tasks/role as mentioned in Proposed Manpower & staffing to individual resource persons. The Tasks assigned shall be described in details and the deliverables of the tasks shall also be defined. The time frame for assigned tasks to each individual consultant shall also be defined. The BSDM shall in consultation with the Program manager and respective BSDM official will design a performance report form to be filled by every resource provided by the Agency at the end of every month. The performance report shall indicate the tasks assigned to the resource on the basis of the tasks identified for every resource as per above role and responsibility and the achievement of the person against the tasks assigned.

Components of basic services	Proposed Interventions	Activities	Targeted output / outcomes
A.	Migration registration and identity solution	A1. Registration.	For all migrants (50 / month)
		A2. Photo IDs by employers.	For all registered migrants
		A3. Linkages to government like Aadhar updation.	For all registered migrants as per requirement
		A4. ESIC and AYUSMAN registration and further card issuance.	For all registered migrants
B.	Migration counseling and post-placement acclimatization support	B1. Acclimatization support	For all registered migrants
		B2. Post placement support and tracking	For all registered migrants
		B3. Workshop with industries and local labour department	Once in every month
		B4. Counselling / feedback session	Once in every month
C.	Counselling and literacy workshop for youth (Biometric attendance of all participant and geo tag photographs should be submitted to BSDM with monthly report and deliverables as evidence of work done)	C1. Legal literacy	With minimum 50 registered migrants to be covered in each camp/month
		C2. Financial literacy	
		C3. Insurance linkage	
		C4. Pension linkages	
		C5. Safety from occupational hazards	
		C6. Safety from health hazard	
		C7. Behavioral and soft skill training	
		C8. Facilitation in opening of bank accounts	For all registered migrants as per requirement
D.	Providing access to placement service including transition support from one job to another for career progression	D1. Facilitate in linking new job opportunity	Minimum 10 each month
		D2. Facilitate in salary increment	

Components of Quality service	Proposed Interventions	Activities	Targeted output / outcomes
A.	Monthly basis task and reports	A1. Visit at employer premises for meeting registered migrant workers at their work place	Two visits monthly
		A2. Help line services (Toll free number)	For all migrants- monthly report submission
		A3. Facilitation in daily transportation	For all registered migrants as per requirement
		A4. Facilitation in govt. liaisoning in case of exigencies and work disputes	For all registered migrants as per requirement
		A5. Community building exercise	At least 4 activity annually
		A6. Employers meet for new vacancy generation	Once in a month
		A7. Monthly activity report	Once in every month
		A8. Distribution of MCRC kit	For all registered and unregistered migrants
B.	Percentage of MCRC's staff attendance	Improved percentage of attendance of all the staff members of MCRC	Minimum 80% attendance expected monthly
C.	Focused mobilization	Dedicated / Focused mobilization and counselling drives	As per the requirement of the client
D.	Skill upgradation	Skill upgradation for career progression	For all registered migrants as per requirement
Components of Infrastructure	Proposed Interventions	Activities	Targeted output / outcomes
A.	Maintenance of physical infrastructure	A1. Computers and printer	In working condition and well maintained for all the time.
		A2. Biometric device	
		A3. CCTV with DVR	
		A4. Internet	
		A5. Landline	
		A6. Residential facility	
		A7. Washrooms	
		A8. Power backup	
		A9. Drinking water	
		A10. Cleanliness	

Key Deliverables and expected output / outcomes of Source MCRCs: -

Deliverables and expected outcomes for source MCRCs will be same as mentioned above for destination MCRCs although for source MCRCs the target audience will be the intrastate migrant youth population. Source MCRCs primary objective will be conduct regular basis qualitative generic research on youth migration trends amongst the beneficiaries and providing pre-migration preparatory support as per the requirement.

Apart from the above-mentioned services source MCRCs will have the opportunity to provide services in the below mentioned fields under it's primary deliverables for interstate and intrastate migrant workers.

Components of basic services	Proposed Interventions	Activities	Targeted output / outcomes
A.	Qualitative research on migration trends	A1. Survey through questionnaire	Submit migration trend report at least once in a month
		A2. Data Collection	
		A3. Data Validation	
		A4. Sector-wise trend analysis	
		A5. Report generation	
B.	Pre-migration support	B1. Skill upgradation as per job description and KRA	For all registered interstate migrants as per need
		B2. Basic local language training of destination city	

24. Payment Schedule

The monthly invoice will be generated and submitted on the last working day of the month to the BSDM by the Agency. If there is no objection in terms of performance, deliverable or invoice value, is raised within 15 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM.

24.1. Payments to the Agency

Agency will follow a monthly invoicing process- The type of reports/ deliverables format will be finalized at project inception. For practical purposes, payment will be treated as on deliverables based and not attendance based. Though PMC will be required to submit attendance with their invoice. All the deliverables for the month will be submitted as per the timelines as per the Deliverables mentioned in RFP or as will mutually agree upon during the project inception stage.

The consolidated monthly invoice will be generated and submitted on the last working day of the month to the BSDM.

The deliverables & the monthly invoice will be assessed and if there is no objection in terms of performance, deliverable or invoice value, is raised in 15 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM, and will be good for payment. BSDM will then pay to Agency in next 15 days.

25. Incentives to the agency

Agency will follow a mechanism of MCRC kit distribution consists of detailed contact, location information of the center and also describes the details of benefits migrants can avail by registering themselves in the MCRCs. Source MCRCs will distribute the kits in the general and sleeper compartments of train at railway stations for better outreach and promotion of the destination MCRCs. Agency will distribute these kits as much as possible to increase the registration in source and destination MCRCs. Each of the MCRCs has a minimum target of 50 registration in each month and post completion of the minimum target the agency will be awarded with Rs.50/registration from 51st to 100th registration. If any MCRC crossed the slab of 100 registration/ month then the concerned agency will be awarded with Rs.100/registration from 101st registration onwards. Incentive amount can be claimed monthly post submission and verification of the migration registration details by BSDM.

26. Penalty

BSDM shall carry out a review of the performance of each resource and each MCRC every month, quarter

and also on annual basis. BSDM shall have the right to recommend replacement of the services of a resource person based on the performance review and shall direct the Agency to replace the resource. The resource shall be replaced within 45 days of such recommendation. The replaced resource person shall have the same or higher qualification. BSDM may also request the Agency to replace a resource with a notice of 45 days if the monthly progress report of the resource is not found satisfactory.

26.1 Failure to replace the resource person under the above-mentioned circumstances shall lead to an imposition of penalty equivalent to 30% of the remuneration payable to the resource for the period the resource is not made available.

26.2 It is expected that minimum 80% of aggregated attendance at the MCRC is maintained and reported as part of the Performance Reports Monthly.

26.3 Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, BSDM will have the right to deduction of Rs.2000 per day for the resource in addition to the deduction of honorarium payable for the period of absence. This will be calculated on a monthly basis and the amount will be deducted from the Monthly Payments.

26.4 Each MCRCs should be maintained properly with all the equipment's and facilities working and available at all times. Residential facility (Mandatory for destination MCRCs) should be hygienic and well maintained, computers, CCTV and internet connection should be working and drinking water facility should be available and other pre-defined facilities should be available at all times to provide service to the target population at any point of time.

26.5 During any month, if the deliverables are not met as per the desired level and the cumulative average score (CAS) against basic services and deliverables remains under 20 then a penalty of 3% for that month's payout will be levied and a period of 30 days shall be provided to make corrective measures as suggested by BSDM. The Agency should furnish declaration along with sufficient documentation and photographs if any as evidence with the monthly performance and progress report with the basic services and deliverables provided according to the **Annexure IV** duly signed by the stationed BSDM official.

27. Earnest Money Deposit

27.1 Every bidder participating in the bidding process must furnish the required earnest money deposit and in the form as specified in the Notice Inviting RFP.

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

27.3 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:

- When the bidder withdraws or modifies his bid proposal after opening of bids.
- When the bidder does not execute the agreement after placement of order within the specified time.
- When the bidder does not deposit the required Performance guarantee.
- After the issuance of Letter of Award/ work order.

F. Other Terms and Conditions

28. Interpretation

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

- **Entire Agreement:** The Contract constitutes the entire agreement between the BSDM and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties

with respect thereto made prior to the date of Contract.

- **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- **Non-waiver:** Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

29. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State and under the jurisdiction of Patna Court.

30. Force Majeure

30.1 Definition

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

30.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected

by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Agency shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delays in performance or other failure to perform its obligations under the Contracts the result of the Force Majeure.

30.3 Measures to be taken

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

30.4 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 actions a result of Force Majeure.

30.5 Payments

In the event of Force Majeure is applied to the Patna District of Bihar, then BSDM will continue to follow the payment schedule by giving concession to Agency of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

30.6 Consultation

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

31. Change Orders and Contract Amendments

31.1 The BSDM may increase or decrease the quantum of personnel to be deployed as estimated in this bid document to the extent of 75%. The increase or decrease in the contract value shall be calculated on the basis of the rate card as in Financial Bid. However, BSDM reserves the right to further increase or decrease the number of resources deployed according to the availability of budget for skill development.

31.2 BSDM may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.

31.3 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the BSDM's order. The rate-contract enclosed in the Financial Bid (proportionately escalated) will be used to calculate the cost of the additional work/ change request.

31.4 This Rate-Card will be valid for the period of the contract (12 months) and will have 3% price escalation

for each year after the end of the contract period mentioned in the BID.

32. Termination Clauses

32.1 Termination for Default

- BSDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach:
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BSDM; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgment of the BSDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract
- If BSDM terminates the contract in whole or in part, amount of PBG may be forfeited. The decision of CEO, BSDM will be final and conclusive in this regard.

32.2 Termination for Insolvency

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

32.3 Termination for Convenience

- BSDM, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for BSDM's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, BSDM will pay for all the pending invoices as well as the work done till that date by the Agency.
- In addition to above clause, BSDM will compensate the Agency (PMC) with 30 days of Fee (Remunerations), i.e. MCRCs.
- Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other here under or in relation hereto (whether in contract, tort, strict liability or

otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

32.4 Termination by BSDM

- BSDM may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty
- (30) days of receipt of such notice of suspension or within such further period as the BSDM may have subsequently granted in writing;
- The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- The Agency submits to the BSDM a statement which has a material effect on the rights, obligations or interests of the BSDM and which the Agency knows to be false;
- Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the BSDM would like to terminate the contract for reasons not attributable to the Agency performance, they will need to clear all invoices for the agency services up to the date of their notice along with 1-month fee pro-rata fee out of the project fee.
- If the BSDM would like to terminate the contract for reasons attributable related to the Agency performance, the government will give a rectification notice for 3 months to agency in writing with specific observations and instructions.

32.5 Termination by Agency

- The Agency may, by not less than six (06) month written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The BSDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the BSDM of the Agency's notice specifying such breach;
- If there are more than 2 un-paid invoices and BSDM fails to remedy the same within 45days of the submission of the last un-paid invoice.

- As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The BSDM fails to comply with any final decision reached as a result of arbitration.

32.6 Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by BSDM to the Agency within 30 days of the contract termination.

32.7 Suspension

The BSDM may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency here under if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and Shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

33. Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration, the obligation of confidentiality set forth in RFP.

33.1 Cessation of Services

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

34. Disputes Resolution

34.1 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 setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to BSDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

34.2 Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by BSDM and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.

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 fulfil their remaining respective obligations under this Agreement.

34.3 Statutory provisions under Labour laws

The bidder shall comply with all the statutory provisions as laid down under various labour laws/ acts/ rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract labour act and other labour laws/ acts/ rules in force from time to time at his own cost. In case of violation of any such statutory provisions under labour laws or any other law applicable by the bidder, there will not be any liability on the Bihar Skill Development Mission, Labour Resources Department, Government of Bihar, Patna.

35. Disqualification

The bid is liable to be disqualified if:

- Not submitted/ uploaded in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid uploaded in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

36. Responsibilities of the BSDM

- Issuance of various government orders/policy amendments as per requirement of the project.
- Assigning of relevant officials as per project need.
- Will help in resolution of problems and disputes arising.
- Timely payments to the Agency.
- Facilitate coordination with Placement Agencies/ Certification Agencies/ and other service provider and stakeholders.
- Overall monitoring and supervision of the MCRC.

Evaluation of Bids:

The evaluation would consist of following phases:

Phase I: Evaluation of Preliminary Eligibility Criteria.

Phase II: Evaluation of Technical Proposal (Minimum Technical Score).

Phase III: Evaluation of Financial Bids (Each MCRC Wise) under QCBS system.

Preliminary Eligibility Criteria: (To be supported by documentary evidences which should be properly scanned and uploaded):

The bidders should satisfy the following eligibility criteria to qualify for the Technical Evaluation. Proposals not meeting the eligibility criteria and failed to upload the supporting documents (legible) will be summarily rejected:

Sl. No.	Eligibility Criteria	Documentary Evidence
1.	The agency should be a company registered under Companies Act / Registered Society or Trust / Autonomous Body / Any state or multi state cooperative societies / Registered Firm/Firm registered under Limited Liability Partnership Act (LLP) / Proprietorship / Partnership firm in existence for the last 5 years before the last date of submission.	Certificate of Incorporation / registration/ memorandum/ article under relevant act.
2.	The bidder should have minimum Average Annual Turnover of INR 3 Crores in any three financial years out of FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.	CA Certificate and Audited Financial Statements. (Both documents are mandatory)- Annexure-II
3.	The bidder should have a minimum positive net-worth of INR 0.40 Crore as on 31 st March during any of the FY 2021-22 or 2022-23.	CA Certificate and Audited Financial Statements. (Both documents are mandatory)- Annexure-II
4.	The agency must have experience in operating of at least one migration registration and support center / labour workforce support center or equivalent.	CA Certificate and work order / contract / performance certificate. (Both documents are mandatory)- Annexure-V
5.	The bidder should not have been blacklisted or debar by any State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.	A Notarized Affidavit as per Annexure I

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

Technical Evaluation (Technical Score- ST):-

Technical Evaluation Criteria is given below:

Sl. No.	Technical Evaluation Criteria	Marks
1.	The bidder should have average annual turnover (AT) of INR 3 Crores in any 3 years out of FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 a. AT = 03 crores b. 03 crores < AT <= 06 crore c. AT >06 crore	Full marks – 20 a. 12 marks b. 16 marks c. 20 marks
2.	The bidder should have a minimum net-worth (NW) of INR 0.40 Crore as on 31 st March 2022 / 31 st March 2023. a. NW = 0.40 crores b. 0.40 crores < NW <= 0.70 crores c. NW > 0.70 crores	Full marks – 20 a. 12 marks b. 16 marks c. 20 marks
3.	Experience of providing placement, Counseling for placement, post placement support (Including Tracking), retention Counselling related services in last 5 financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23): a. AT => 1 Years b. 1 Year < AT <= 3 Years c. AT > 3 Years Copies of Incorporation Certificate along with Work Order/ Contracts / Declaration as Requisite proof of provision of above-mentioned services	Full marks – 20 a. 12 marks b. 16 marks c. 20 marks
5.	The agency must have experience in operating of migration registration and support center / labour workforce support center or equivalent a. 1-2 centers b. 3-4 centers c. 5 or more centers	Full marks – 20 a. 12 marks b. 16 marks c. 20 marks
6.	Technical presentation a. Organizational strength, services offered, clientele, market penetration etc. b. Past Work Experience and Experience with Central or State Govt. c. Project Understanding / Approach & Methodology proposed for carrying out the said assignment d. Detailed Work Plan e. Overall Organization strength and its presence at destination city/ source district of MCRC location. f. Demonstration of any relevant experience which may bring advantage for the proposed scope of work under this RFP. g. National / state level Recognition /Awards if any.	Full Marks- 20 a. 2 marks b. 3 marks c. 4 marks d. 3 marks e. 4 marks f. 3 marks g. 1 marks
	Total Technical Score (ST)	100 marks

To qualify for Financial Bid opening the bidder must score a minimum of 60 marks out of 100 from technical evaluation.

Financial Bid Evaluation:

- **A fixed price fee to be quoted for each MCRC applied, for the entire scope of work Establishing (office set-up including office space and its Rent), Operating and Maintenance of MCRCs for effective Implementation and Monitoring through deployment of Human Resources MCRCs.” Prices quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. GST will be paid extra. Conditional Financial Bid shall be out-rightly rejected.**
- **For each MCRC a separate evaluation of Financial Bid shall take place under QCBS method. In this phase, the Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation as above under Point 13, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows:**

SF = (FL / F) *100, Where

SF is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration.

- **No adjustment of the contract price shall be made on account of any variations in cost of labor and materials or any other costs components affecting the total cost in fulfilling the obligations under the contract. The prices, once offered, must remain fixed and will be subject to yearly escalation of 3% only during the project period.**
- **Combined evaluation of technical and financial bid and awarding of the contract:**
 - The Total score of the Bidder will be determined as under **Total Score (TS) = (0.8 x ST) + (0.2 x SF)**
 - The Bid of the Bidder, who obtains the highest TS value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid. Beyond that, Tendering Authority will decide the matter in its full discretion.
 - The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

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:

Form 1: Covering Letter with Correspondence Details

Annexure I: Affidavit

Annexure II: CA certificate for turnover and net worth

Annexure III: Power of Attorney in favour of Authorized Representative. "Board Resolution may also be accepted"

Annexure IV: Cumulative average score

Annexure V: CA certificate for working experience

Technical Proposal checklist:

Tech 1: Agency's Organization and Experience.

Tech 2: Past work experience, Overall Organization strength and its presence at destination city/district of MCRC location, Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.

Tech 3: Details of the bidder organization and eligibility related information and "Application details of MCRCs"

Note: One Copy of this RFP document with each page signed and stamped by the authorized 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.

Form -1 (should be scanned and uploaded)

PROPOSAL SUBMISSION LETTER / COVER LETTER

(On the letter head)

{Location, Date}

To:

The CEO

Bihar Skill Development Mission

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

Dear Sir,

We, the undersigned, offer to provide the services under _____ (RFP Name) to Bihar Skill Development Mission, Government of Bihar in accordance with your Request for Proposals vide no. _____ (RFP No) _____ (dated). We are hereby accordingly submitting our Proposal as per terms of this RFP.

We hereby declare that:

- (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) Our Proposal shall be valid and remain binding upon us till the bid validity period.
- (c) We meet the eligibility requirements as stated in RFP
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- (e) Except as stated in the RFP, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Agency: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Technical Proposal – Standard Forms (should be scanned and uploaded)

Checklist of Required Forms

Required for Proposal (✓)	Form	Description
✓	TECH-1	Agency's Organization and Experience.
✓	TECH-2	Past work experience, Overall Organization strength and its presence at destination city/district of MCRC location, Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.
✓	TECH-3	Details of the bidder organization and eligibility related information

FORM TECH-1

Agency's Organization and Experience

Form TECH-1: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. The outline should indicate the names of the Agency's Key Personnel who participated, the duration of the assignment, the contract amount, and the Agency's role/involvement

A. Agency's Organization

1. Provide here a brief description of the background and organization of your company/partnership firm.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B. Agency's Experience

List only previous similar assignments successfully completed/ on-going in the last 5 years as specified under Technical Evaluation criterion broadly in following categories:

Format for Experience is as follows: -

Duration	Assignment name/&brief description of main deliverables/outputs	Name of Client &Address	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment
e.g., Jan.2009– Apr.2010}	Assignment name/ & brief description of main deliverables / outputs	{e.g., Ministry of....., country}	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009– Apr.2010}	do	{e.g., Ministry of....., country}	Amount in Crore.	{e.g., Lead partner in a JVA&B&C}
{e.g., Jan- May 2008}	do	{e.g., municipality of....., country}	Amount in Crore.	{e.g., sole Technical Consultant}

FORM TECH-2

Description of Approach, Methodology and Work Plan

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment.

Suggested structure of your Technical Proposal: -

- Overall Organization strength and its presence at destination city/district of MCRC location
- Description of the Technical Approach and Methodology
- Detailed Work Plan for Performing the Assignment

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

Detailed Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment – including mobilizing of proposed personnel named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

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

Organization and Staffing.

Please describe the organization structure and composition of your proposed team, including the list of the KeyPersonnel – **Clearly reflecting the personnel committed right from the start date.**

Form Tech- 3 Important Information and Details

S.N.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership)	
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/ Board Resolution in the name of the Authorized signatory	Page No. at which enclosed: __
10	Turnover in the last 5 Years: (Highest annual Turnover of any three financial years out of five will be considered at the time of average turnover calculation as mentioned in point number 12)	FY 2018-19: _____/- FY 2019-20: _____/- FY 2020-21: _____/- FY 2021-22: _____/- FY 2022-23: _____/- Submit a CA Certificate stating the above figures Page No. in which CA Certificate has been enclosed: __ Also submit Audited Financial statements for all the FYs.
11	Net worth as on 31-03-2022 Net worth as on 31-03-2023 (Highest net worth will be considered among these two financial year)	As on 31-03-2022 _____/- As on 31-03-2023 _____/- Submit a CA Certificate stating the above figure Page No. in which CA Certificate has been enclosed: __
12	PAN Number	Page No. at which enclosed: __
13	GSTIN Number	Page No. at which enclosed: __
14	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: __

Form Fin-1. Summary of Costs (This is for reference only, not to be scanned and uploaded)

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

MCRC Location	Particular/Role	Unit	Total Cost Per Month	All Taxes (GST)	Total Cost Including Taxes (per month)	Total Cost (For 12 Months)
		A	B	C	D=B+C	12*D
MCRC location						
Name of City/District	Manpower remunerations	6	(Note- Monthly lumpsum cost for all the 6 positions should be quoted here)			
	Other Expenses (including space for MCRC, infrastructure, office set-up, Operation & Maintenance and Misc. of MCRC etc.)	1	(Note- Monthly lumpsum cost including rental of physical space as well as cost/rental of office equipment's and recurring cost for O&M, housekeeping etc. should be quoted here).			
Grand Total (i.e. Total of Manpower remunerations + Other Expenses) for 12 Month infigures						
Grand Total (i.e. Total of Manpower remunerations + Other Expenses) for 12 Month in words						

Application Details:

Applying for Outside Bihar		Applying for Within Bihar	
Name	Please put Tick (√) Mark	Name	Please put Tick (√) Mark
Mumbai		Patna	
Delhi NCR		Purnea	
Guwahati		Bhagalpur	
Bangalore		West Champaran	
Hyderabad		Saran	
Kolkata		Darbhanga	
Surat		Muzaffarpur	
Coimbatore		Nalanda	
Ludhiana		Saharsa	
Chennai		Gaya	

Annexure-I

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

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Agency), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.
4. The undersigned understands and agrees that further qualifying information may be requested by BSDM and agrees to furnish any such information at the request of BSDM.
5. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by BSDM to verify this statement or regarding my (our) competence and general reputation.

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

Annexure-II

(On CA Firm Letter Head)

CA Certificate for Turnover and Net worth

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

S. No.	Financial Year	Turnover (in Rs.)	Net worth as on 31 st March of the respective FY (in Rs.)
1	2018-19		
2	2019-20		
3	2020-21		
4	2021-22		
5	2022-23		

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:Stamp

UDIN:

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 of.....and presently residing at (address).....who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in connection with or incidental to submission of our Bid for the RFP Reference No.....Dated.....

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

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

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

For

{Signature, name, designation and address}

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

Note: "Board Resolution may also be accepted in case of a company"

Annexure IV

Cumulative average score matrix as per the quality of monthly services and deliverables for penalty calculation

Sl. No.	Services and Deliverables / month	Marks details	Marks obtained
1	Basic services and deliverables	Full marks - 40 a. Workshop with industries- 10 b. Feedback/counselling session (acclimatization support)-5 c. Legal literacy counselling workshop- 5 d. Financial literacy counselling workshop- 5 e. Health & safety literacy counselling workshop- 5 f. Behavioural/soft skill literacy counselling workshop- 5 g. Linking new job with salary increment- 5 Note: - less than minimum target will obtain 0 marks (Refer to under section E point number 23 in RFP)	
2	Quality service and deliverables	Full marks - 40 a. Employer premises visit- 20 At less than/equal to 42 visits/month = 0 From 42 to 59 visits/month = 15 At greater than/equal to 60 visits/month =20 b. Employers meet- 10 c. Activity report aligned with deliverables and evidence-10 Note: - For (b) and (c) less than minimum target will obtain 0 marks (Refer to under section E point number 23 in RFP)	
3	Percentage of attendance	Full marks - 20 a. AT =>80% & <90% will obtain 12 marks b. AT =>90% & <100% will obtain 16 marks c. AT =100% will obtain 20 marks Note: - Less than 80% will obtain 0 marks	
Total		100 (FM)	(OM)

Cumulative average Score (CAS) = OM/Number of services and deliverables

FM = Full Marks

OM = Obtained Marks

CAS = Cumulative average score

Note: - CAS will be calculated in each month basis on the reports, evidences and declaration provided at the time of invoice payment along with monthly report and deliverables verification.

Annexure-V

(On CA Letter Head)

CA Certificate

On the basis of information and records produced before us by_____. (Herein after called ‘the Agency’), we hereby certify the following: -

The Agency has experience of_____years in management and monitoring of migration registration and support center / labour workforce support center or equivalent on a large/medium/small scale to cumulatively_____(number of migrants) migrants through its centers or under _____(name of sourcing body) in_____(name of states).

(Signature)

Name:

Firm Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:Stamp

UDIN: